



CERTIFICATION OF COMPLIANCE

Seller hereby certifies that the Products furnished conform to applicable manufacturer's specifications and that any value-added work performed by Seller on any such Products has been done in accordance with applicable Customer's specifications relating to such work; provided however, that the Seller's liability with respect to any Product not meeting any such specifications is limited as set forth in **SELLER'S LIMITED WARRANTY AND LIMITATION OF LIABILITIES** hereon.

SELLERS LIMITED WARRANTY AND LIMITATION OF LIABILITIES

Seller warrants to Buyer that the products will conform to the applicable manufacturer's or United States government military specifications for such Products and that any value-added work performed by Seller on any such Products will conform to applicable Buyer's specifications relating to such work. Seller makes no other warranty, express, or implied, with respect to the Products. **IN PARTICULAR SELLER MAKES NO WARRANTY REGARDING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.** However, Seller will transfer to Buyer whatever transferable warranties Seller receives from the manufacturer of the Products. With respect to Products which do not meet applicable manufacturer's or United States government military specifications and with respect to value-added work by Seller which does not meet applicable Buyer's specifications. Seller's liability is limited (at Seller's election) to (1) Refund of Buyer's purchase price for such Products (without interest), (2) Repair of such Products, or (3) Replacement of such Products: provided however, that such Products must be returned to Seller, along with acceptable evidence of purchase, within twenty (20) days from date of purchase, transportation charges prepaid. **Buyer shall not in any event be entitled to, and Seller shall not be Liable for indirect, special, incidental or consequential damages of any nature including, without being limited to, loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers. Buyer's recovery from Seller for any claim shall not exceed Buyer's purchase price for the products irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise.**