

**BRENNAN INDUSTRIES**

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## **LIMITED PRODUCT WARRANTY**

For a period of twelve (12) months from the date of shipment from Brennan's warehouse, Brennan warrants that its products shall meet Brennan's specifications and performance standards for that particular product and shall otherwise be free from defects in material and workmanship. This Warranty shall not apply to, and Brennan gives no Warranty whatsoever with respect to, any products manufactured, in whole or in part, in accordance with designs or specifications provided by Customer.

Damage to any products sold hereunder due to abuse, misuse, improper use, inadequate maintenance or failure to follow Brennan's installation, use or service recommendations will automatically void this Warranty.

**THE ABOVE WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY CONCERNING PRODUCTS SOLD. BRENNAN DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**IN THE EVENT BRENNAN DETERMINES THAT A PRODUCT DOES NOT COMPLY WITH THE ABOVE WARRANTY, CUSTOMER'S SOLE REMEDY AND BRENNAN'S SOLE LIABILITY RELATING TO SUCH PRODUCTS SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE PAID, AT BRENNAN'S OPTION.**

**BRENNAN SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS.**

(Effective 2/10)