

Warranty, Limitation of liability and Indemnification

- 1、 Seller solely warrants that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty. Seller may at its own option within a reasonable time either repair or replace the Goods at no charge to Buyer, or issue a credit for any such Goods in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or for credit of the Goods. This warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.
- 2、 Under no circumstances shall Seller be liable to Buyer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise. Notwithstanding anything herein contained to the contrary, the liability of Seller for any and all claims for direct damages arising out of or in connection with the Goods and the Use thereof shall under no circumstances exceed the sum of Buyer's payments for the Goods that are the subject of the claim.
- 3、 Buyer shall indemnify and hold Seller harmless from and against any all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Buyer's Use thereof and/or Buyer's use or application of any information disclosed or provided by or on behalf of Seller and Buyer shall have an appropriate insurance in place to cover all potential claims and liabilities.

免责条款

- 1、 出售方仅保证，货物于交付时是符合规格的。若货物不符合上述保证的，出售方可在合理时间内选择免费对货物进行修理或掉换，或者在原发票金额中予以相应减少。出售方的义务仅限于对货物的修理、掉换或相应减少货物金额。以上保证是排他性的并且替代任何其他的保证、陈述、条件或条款（无论其为明示的、暗示的、法定的或约定的等），包括但不限于任何商业适用性、任何目的的适用性、或不涉及任何侵犯有关货物知识产权的索赔的保证。
- 2、 出售方对于客户和任何人就任何特殊的、偶然的、间接的、结果的或惩罚性的损害或损失、成本或费用不承担责任，包括但不限于丧失商誉的损失、销售或利润的损失、停工、生产失败、其他货物的损害等，无论其源自违反保证、违反合同、错误陈述、疏忽或其他有关事宜。无论本条所述是否包涵相反的内容，出售方就与货物及其使用有关的或产生的任何直接损失而产生的所有和任何索赔的责任不得超过客户就系争货物支付的价款。
- 3、 客户应补偿和保证出售方免受任何和所有损害、损失、成本、费用、请求、要求和责任等，无论以上系源自或与货物、客户对货物的使用和/或客户对出售方提供的任何信息的使用或应用有关。客户应购买适当的保险确保足以覆盖所有潜在的主张及责任。