

Warranty

Seller warrants that the goods (except internal electronic components) sold under this contract will be free from defect in material and workmanship for a period of one year from the date of shipment from the factory, if they have been properly used. Internal electronic components are warranted for 90 days from the date of shipment from the factory, if they have been properly used. This warranty will be limited to the repair or replacement of parts and the necessary labor and services required to repair the goods. IT IS EXPRESSLY AGREED THAT THIS WARRANTY WILL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY. This warranty is the exclusive and only warranty to pass with the goods under this contract. No agent, employee, or representative of the Seller has any authority to bind Seller to any information, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this contract, it will not be enforceable by Buyer. If notice of defect is given to DeepSea Power & Light within such 90 day or one year warranty period, the sole obligation of DeepSea Power & Light shall be to furnish new or repaired parts free of charge in exchange for parts which have been proved defective and does not include any other costs such as the cost of removal of the defective part, installation, labor, or consequential damages of any kind, the exclusive remedy being to require DeepSea Power & Light to furnish such new parts. Under no circumstances shall the Buyer be entitled to recover any incidental damages as that term is defined in Commercial Code §2715.