

WARRANTY

WHEEL MONITOR INC. warrants that the Reverse-A-Matic™ wheel direction sensor system will be free from defects in material and workmanship for a period of one (1) year from the date of purchase. WHEEL MONITOR INC. agrees to repair or replace, free of charge, any Reverse-A-Matic™ wheel direction sensor system which fails, through defect in material or workmanship, within such period. If the Customer within the warranty period gives WHEEL MONITOR INC. written notice of any alleged defect, WHEEL MONITOR INC. will, at its sole discretion, repair or replace the same free of charge. Any Reverse-A-Matic™ wheel direction sensor system repaired or replaced under the warranty shall have the same warranty as new products, but does not extend the warranty of the original system. No warranty is made with respect to: (a) failure not reported to WHEEL MONITOR INC. within the warranty period, (b) failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt or corrosive matter, etc., (c) failures due to operation, either intentional or otherwise in an improper manner, or (f) any product which has been altered by anyone other than an authorized representative of WHEEL MONITOR INC.. WHEEL MONITOR INC. shall not be liable for any expenses incurred by the Customer in an attempt to correct any allegedly defective Reverse-A-Matic™ wheel direction sensor system.

It is understood that WHEEL MONITOR INC. has no special knowledge of the Customer's operation or requirements and Customer agrees that the Reverse-A-Matic™ wheel direction sensor system is purchased because of the independent determination by the Customer of its suitability for intended use.

EXCEPT AS SPECIFICALLY SET OUT ABOVE, THE WHEEL MONITOR INC. REVERSE-A-MATIC™ WHEEL DIRECTION SENSOR SYSTEM IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHEEL MONITOR INC. FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE REVERSE-A-MATIC™ WHEEL DIRECTION SENSOR SYSTEM REMAINS WITH CUSTOMER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WHEEL MONITOR INC. OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE REVERSE-A-MATIC™ WHEEL DIRECTION SENSOR SYSTEM, EVEN IF WHEEL MONITOR INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHEEL MONITOR INC.'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$5.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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