

PIONEER MAGNETICS, INC.

Warranty

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Seller warrants that goods delivered hereunder, at the time of delivery, will be free from defects in workmanship and material and will conform to the requirements of the purchase order. Seller's liability hereunder shall be limited to the repair or replacement of defective goods F.O.B. factory of which Seller is notified in writing by Buyer within one year following delivery thereof to Buyer and in no event will Seller be liable for incidental, special or consequential damages. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT AS TO TITLE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR PURPOSE OR AGAINST INFRINGEMENT.**