



Warranty and Exclusive Remedy: Hudson Valley Lighting, Inc. products, when properly installed and under normal conditions of use, are warranted to our customers only to be free from defects in material and workmanship at time of shipment. All warranty claims must be asserted within one year from date of shipment of the subject items; warranty claims will not be honored thereafter. Customer's sole remedy for a warranty claim or otherwise shall be limited to repair or replacement of the subject product, if it is shown to have been defective in material or workmanship at time of shipment. Hudson Valley Lighting, Inc.'s sole and maximum liability for a defective product shall never exceed the cost of the subject product. Except for such warranty and exclusive remedy as stated (and the express warranty of title), we disclaim all other warranties, whether express or implied and specifically disclaim the implied warranties of merchantability and fitness for a particular purpose. In no event shall we be liable to customer in warranty, contract negligence, and strict liability or otherwise, for any damages, whether incidental or consequential, which are alleged to be caused by one or more of our products, beyond the cost to the customer of a subject product or products. Therefore, the customer's sole and exclusive remedy against us for breach of warranty, breach of contract or in negligence or in strict liability or otherwise shall be limited to repair or replacement of the subject product at our option (excluding installation and removal charges which shall not be our liability) or, if we choose, refund of the purchase price. No agent, employee, or representative of Hudson Valley Lighting, Inc. has any authority to hold Hudson Valley Lighting, Inc. to any affirmation, representation or warranty concerning goods sold by Hudson Valley Lighting, Inc. and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Hudson Valley Lighting, Inc.'s acknowledgment or Buyer's purchase order, or in standard printed materials provided by Hudson Valley Lighting, Inc., it does not form a part of the basis of any deal between Hudson Valley Lighting, Inc. and Buyer and will not in any way be enforceable by Buyer. In no case does our warranty and exclusive remedy extend to anyone other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by our customer shall remain customer's responsibility. Customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for application which customer designs, assembles, constructs or manufactures.