

1.5 DISCLAIMER & LIMITATION OF LIABILITY

The exclusive remedy of the user or purchaser, and the limit of the liability of the seller for any losses, injuries, or damages in connection with this product (including claims based on contract, negligence, strict liability, other tort, or otherwise) shall be the return of the product to the factory or designated location and the refund of the purchase price, or, at the option of seller, the repair or replacement of the product. In no event shall seller be liable for any special, incidental, or consequential damages. No action, regardless of form, may be brought against the seller more than one year after the cause of action has accrued.

The purchaser and all users are deemed to have accepted the terms of this Limitation of Warranty and Liability, which contains the complete and exclusive limited warranty of seller. This Limitation of Warranty and Liability may not be amended or modified nor may any of its terms be waived except by a writing signed by an authorized representative of seller.