## COLORADO CRYSTAL CORPORATION

## WARRANTY

Seller (C.C.C.) warrants that the products manufactured by Seller shall be free from defects in material and workmanship furnished by Seller and used in the fabrication thereof.

The extent of Seller's liability under the foregoing warranty and the exclusive remedy of Buyer with regard to said Warranty shall be the replacement, with a similar item free from the defect in question, of any product manufactured and furnished by Seller which is defective in either of the foregoing respects, provided that such defective product shall be returned by Buyer to Seller within one year from date of shipment of said product to Buyer.

The foregoing express Warranty and the obligations and liabilities of Seller thereunder are made in lieu of and Buyer hereby waives all other Warranties, guarantee, conditions or liabilities, express or implied, including, but not limited to any implied Warranty of merchantability or fitness, arising by law or otherwise, including, without limitation, any obligation of Seller with respect to consequential damages, and whether or not occasioned by Seller's negligence or otherwise. Seller will not be responsible or liable to Buyer or third party in any respect whatsoever for any loss or damage resulting from the use of said products by Buyer or other persons.

Buyer's sole remedy for any defect in said product shall be the right to a replacement item as aforesaid.

There are no Warranties which extend beyond the express Warranty set forth above.

## **DEFECTIVE MATERIAL**

All returns of alleged defective goods must be pre-authorized and include a Return Material Authorization (RMA) number issued by C.C.C. The RMA number must appear on all documents accompanying returns. Goods alleged to be defective or not in accordance with specifications must be returned in the same condition as shipped within 12 MONTHS of their receipt with full description of defects claimed and quantities involved. C.C.C.'s responsibility shall be limited solely to replacement of defective pieces returned. C.C.C. is not responsible for loss or damage in transit, shipping or delays in receiving merchandise for any reason. File all damage claims against the transportation company.