

LIMITED WARRANTY

(a) TAJIMA TOOL CORPORATION ("TAJIMA TOOL") warrants that for a period of THREE MONTHS from the date of original purchase of the products ("Warranty Period"), that such products will be free from defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION (a), TAJIMA TOOL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (1) IMPLIED WARRANTY OF MERCHANTABILITY AND (2) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(c) TAJIMA TOOL extends this limited warranty only to someone who originally purchased the product. It does not extend to any subsequent owner or other transferee of the product.

(d) TAJIMA TOOL shall not be liable for a breach of the warranty set forth in Section (a) unless (i) you provide Return Order Form designated by TAJIMA TOOL, picture of the products, and picture of receipt or invoice of the products during the Warranty Period, (ii) TAJIMA TOOL is given a reasonable opportunity to review Return Order Form and to examine pictures, (iii) you return the product to TAJIMA TOOL if requested by TAJIMA TOOL, and (iv) TAJIMA TOOL reasonably verifies your claim that the product is defective.

(e) This limited warranty does not cover any damage due to: (1) transportation; (2) storage; (3) improper use; (4) failure to follow the product instructions or to perform any preventive maintenance; (5) modifications; (6) unauthorized repair; (7) normal wear and tear; or (8) external causes such as accidents, abuse, or other actions or events beyond TAJIMA TOOL's reasonable control.

(f) Subject to Section (d) and Section (e) above, with respect to any such products during the Warranty Period, TAJIMA TOOL shall replace such products.

(g) THE REMEDIES SET FORTH IN SECTION (f) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND TAJIMA TOOL'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION (a).

(h) IN NO EVENT SHALL TAJIMA TOOL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFITOR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TAJIMA TOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(i) IN NO EVENT SHALL TAJIMA TOOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TAJIMA TOOL FOR THE PRODUCTS SOLD HEREUNDER.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.