

LIMITED WARRANTY

- A. WARRANTY: GLOBE MARINE warrants that, at the time of shipment, this impeller, manufactured by GLOBE MARINE and sold hereunder, shall be free from defects in material and workmanship, and shall be merchantable in all respects.
- B. WARRANTY ADJUSTMENT:
1. GLOBE MARINE agrees to furnish a replacement for, but not to remove or install, this impeller if within six (6) months from the date of shipment by GLOBE MARINE, such impeller shall, upon test and examination by GLOBE MARINE, prove defective within the above warranty.
 2. Buyer shall notify GLOBE MARINE of any defect within this warranty no later than thirty (30) days after such defect is discovered.
 3. No impeller shall be accepted for return or replacement without the written authorization of GLOBE MARINE. Upon such authorization, and in accordance with instructions from GLOBE MARINE, the impeller must be returned to GLOBE MARINE, shipping charges prepaid by Buyer. Replacement made under this warranty will be *shipped prepaid*.
- C. EXCLUSIONS FROM WARRANTY:
1. THIS WARRANTY IS LIMITED SOLELY TO THE ABOVE (A), AND APPLIES ONLY FOR THE PERIOD SET FORTH
 2. GLOBE MARINE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, OR NEGLIGENCE, ARISING IN CONNECTION WITH THE SALE, USE, OR REPAIR OF THE IMPELLER.
 3. GLOBE MARINE'S MAXIMUM LIABILITY SHALL NOT, IN ANY CASE, EXCEED THE CONTRACT PRICE FOR THE IMPELLER CLAIMED TO BE DEFECTIVE OR NOT MERCHANTABLE.
 4. THIS WARRANTY DOES NOT EXTEND TO ANY IMPELLER MANUFACTURED BY GLOBE MARINE WHICH HAS BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, OR IMPROPER INSTALLATION.