



GrayStone Industries

Embedded Engineering Solutions

Terms & Conditions

Limited warranty:

GrayStone Industries warrants that at the time of shipment the goods shall meet or exceed all of GrayStone Industries published specifications for such goods and shall be and remain free of defects in workmanship and material for a period ending two (2) years after the date of the shipment of goods to the Buyer. Buyer agrees that good are designed according to the specifications suitable Buyer's purposes, and that, except as set forth in this limited warranty, GrayStone Industries claims any warranty of any kind express or implied, including without limitation, any warranty as to the design, fitness, condition, merchantability or description of or as to the quality of the material or workmanship in the goods, or as to their fitness for any particular purpose for any trade or business, or any other any other representation or warranty whatsoever. Also excluded from this limited liability are good covered by other written manufacturer or supplier warranties, damage resulted from ordinary wear and tear, abusive use or lack of proper maintenance, work done by not by GrayStone Industries or GrayStone Industries contractors or agents, or loss or injury caused by elements, or during shipment to or from Buyer. Buyer agrees to inform GrayStone Industries in writing within thirty (30) days of Buyer's discovery of any problem with any goods subjected to this limited warranty. Goods determined to be defective in material and workmanship within the time described in this limited warranty, shall be repaired, replaced, or price fully refunded at GrayStone Industries sole discretion, and only after Buyer's full compliance with terms return and allowances below, GrayStone Industries written approval for return, and examination by GrayStone Industries at GrayStone Industries facility. GrayStone Industries will inform the Buyer of its decision to repair, replace, refund the purchase price, or to deny liability under this limited warranty within sixty (60) days of receipt of GrayStone Industries receipt of the returned goods. The warranties contained in this limited warranty are personal to Buyer and are not assignable by Buyer to any transferee of the goods.

Limitation of Liability:

GrayStone Industries under no circumstances will be (a) liable to Buyer any warranty claim relating to the goods or components that GrayStone Industries asserts more then two (2) years after the date of shipment to the Buyer, (b) be liable to the purchaser any amount of damages in excess of the amount actually paid by the Buyer to GrayStone Industries for the goods as to which Buyer makes a warranty claim or the cost of repair or replacement, whichever is the smaller amount, (3) be liable to Buyer for any loss or use of profit or other special or consequential damages, or (4) be responsible for any personal injury, or property damage alleged to arise as a result of Buyer's or any third party's use of the goods. Buyer expressly assumes the risk of and the responsibility for any or all damages for personal injury, property damage, loss of use or profits or other consequential damages relating in any way to the goods or use thereof. The above limitations shall not apply even though it may be alleged that GrayStone Industries or its agents have been actively or passively negligent.

Return and Allowance:

Good rejected by Buyer for damage (other than during shipping) or non-conformance must be returned to the GrayStone Industries within thirty (30) days of Buyer's timely rejection thereof. All other returns, weather for warranty or otherwise, may be returned only after written notice given by the Buyer to GrayStone Industries and written authorization and acceptance by GrayStone Industries. Buyer shall ship all returned good insured freight collect by carrier designated by GrayStone Industries. Credits or adjustments for returned goods shall be subjected to inspection and acceptable by GrayStone Industries at the GrayStone Industries facility at Dayton, Nevada. Non-standard catalog items and items specially manufactured for Buyer are non-cancelable, non-returnable, non-refundable except as to warranty defects and non-conformance to manufacturing specifications. Modifications: GrayStone Industries reserves the right to modify and change specifications with respect to any goods without notice, and to substitute such modified goods to the extent that they meet or exceed the performance specifications of the goods ordered by Purchaser.