

Limited Warranty

Panorama Antennas, Inc. (Seller) warrants to the Buyer that the Products supplied by the Seller to the Buyer will be free from defects in materials and workmanship and will conform to any specifications agreed in writing between the Seller and the Buyer for a period of one (1) year from the shipment date.

The Seller's sole obligation under these warranties will be, at the Seller's option and expense, either to arrange for repair of the Products or to furnish replacement Products F.O.B from the Seller's facility for the Products or those parts of the Products which the Seller reasonably determines do not conform with these warranties.

The Buyer's exclusive remedy for breach of these warranties will be enforcement of the obligations stated above upon the Seller.

EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS WARRANTIES STATED ABOVE, THE SELLER DISCLAIMS ALL WARRANTIES ON PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE REMEDY SET FORTH IN THIS SECTION IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO BUYER AT LAW OR IN EQUITY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL THE SELLER'S LIABILITY IN RESPECT OF ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SALES CONTRACT OR MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS.