

Selectronix, Inc.
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TERMS AND CONDITIONS OF USE

Restrictions On Use of Products

Selectronix Superstep 2100 and Series 4000 Step Controllers are intended for use by industrial consumers who will install and use the products in accordance with all local, state, and federal laws and electrical codes. The consumer shall procure end-item safety agency approval, such as Underwriters Laboratories for the final assembled product. These products are not to be used on life-sustaining equipment.

Restrictions On The Sale Of Specific Products

All orders to Selectronix will be processed in compliance with all United States International Trade Regulations. All transactions are subject to screening against all published Denied Parties Listings made available by the United States Government.

Risk Of Loss

All items purchased from Selectronix are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Disclaimers and Limitation of Liability

TO THE FULLEST EXTENT PERMISSABLE PURSUANT TO APPLICABLE LAW, SELECTRONIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SELECTRONIX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE ANY OF OUR PRODUCTS. IN NO EVENT SHALL SELECTRONIX'S TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO SELECTRONIX, FOR PRODUCTS PURCHASED FROM US.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.