WARRANTY: LIMIT OF LIABILITY

Mustang warrants that the product(s) that is the subject of this sale is free from defects in material. The duration of this warranty is one year from date of shipment on all Mustang-related components. All warranty claims must be processed through Mustang.

If a problem arises within the applicable warranty period, it is the responsibility of the purchaser to (a) promptly notify Mustang in writing, (b) obtain an RMA Number from Mustang, (c) return to Mustang the component(s) that are claimed to be defective (transportation expenses must be prepaid by the purchaser). RMA Number must be clearly marked on outside of package(s).

Within a reasonable time after such notification, Mustang will correct any defect(s) in component(s). If Mustang is unable to repair the component after a reasonable number of attempts, or if Mustang determines at any time the repair is impracticable, Mustang will provide a replacement with like or similar component(s). The purchaser is responsible for all transportation expenses to and from Mustang and all labor expenses associated with removal and replacement of the component(s) as well as labor involved to repair component(s). Mustang will bear the expense of parts only. These remedies are the Purchaser's sole remedies for breach of warranty.

The expiration of the warranty period, use of the product for purposes other than those for which it is designed, other abuse or misuse, unauthorized attachments, modifications, or disassembly, or mis-handling of the product during shipping shall end all liability of Mustang.

In no case shall Mustang be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property.

Unless modified in writing and signed by officers of both parties, this agreement is understood to be complete and exclusive agreement between the parties, superseding all prior agreements, oral or written and all other communications between the parties relating to the subject matter of the agreement.

GANZHORN INVESTMENT, INC. DBA MUSTANG DYNAMOMETER