

The logo for Tovatech, featuring the word "TOVATECH" in a bold, sans-serif font. Above the letters "O" and "V" is a blue horizontal brushstroke that tapers at both ends.

Warranty Information

Tovatech warrants that all Products will meet the manufacturer's specifications for a term equal to the warranty period stated in the Product manufacturer's literature. A defective or non-conforming Product is defined only as a Product which is outside of the manufacturer's defined Product specifications, and shall not include Products that fail to meet any fitness of use by Customer or any unique Customer operating conditions or applications. If any Product or Service warranted hereunder proves defective or non-conforming, Tovatech's sole liability and Customer's sole remedy hereunder shall be for Tovatech, to repair or, at Tovatech's option, (i) replace any such defective or non-conforming Product with a non-defective or conforming Product (as applicable) or (ii) credit Customer's account for all amounts paid with respect to the defective or non-conforming Product or Service upon Tovatech's receipt of the defective or non-conforming Product. In the event of replacement, the replacement Product will be warranted for the remainder of the original warranty period.

If a Product should require warranty service, contact Tovatech for instruction. If a Product is shipped for warranty service more than 30 days after receipt of the Product, the Customer pays to ship the Product to the indicated service center. To insure prompt handling, a detailed explanation of the defect should be enclosed with the Product.

This warranty shall not apply to and does not cover:

(a) Any Product: (1) which has been repaired or altered by parties other than Seller in any manner so as, in Seller's judgment, to affect its serviceability or proper operation; (2) which has been subjected to improper handling, installation, operation, maintenance, repair, or modification, or alteration; or (3) which has been subjected to misuse, negligence, abuse, accident, abnormal wear and tear, or deterioration caused by chemicals or other substances or corrosion;

(b) Performance or nonperformance of the Products in Buyer's application of the Product, unless otherwise provided for in the warranty section as contained in the Instruction or Operation Manual governing the use of the model of Product.

Limitation of Liability

Tovatech shall have no liability for any loss, damage, or injury resulting from buyers or third parties negligence, lack of training, use or misuse, or misapplication of the goods or item(s) furnished. In no event shall Tovatech be liable for any consequential damages of any nature whatsoever or any loss of income or profits. Buyer agrees to indemnify, defend, and hold harmless Tovatech and its employees from any claims, damages and actions of any kind or nature arising from or caused by the use or misuse of any material(s) or item(s) furnished. Tovatech only warrants supplied item(s) specifications to be defect free for warranty period.

Tovatech shall not be liable in any way shape or form for any default in the performance of any obligation contained in, or related to, this contract, to the extent that performance is affected by any cause or causes beyond the control of Tovatech, including but not limited to acts or forces of nature, any law, rule, regulation of or any act or request of any government authority or agency, failure of any contractor or supplier, manufacturer or distributor product recall, carrier or transporter of goods or item(s) supplied, fire, storm, explosion, accidents, labor dispute, labor or material shortage, and/or delays in transportation. The total liability of Tovatech (including its subcontractors and agents), if any, for damages relating to any Products sold under this agreement shall be limited to the price paid for such Product(s) and the total liability of Tovatech (including its subcontractors and agents), if any, for damages relating to any services provided under this agreement shall be limited to the fees paid for the service giving rise to such claim.