



THE ART AND SCIENCE OF SIMPLIFYING THE CURVE

WARRANTY AND LIMITATION OF LIABILITY – Radius Track Corporation (RTC) warrants to the original purchaser of its goods that the goods shall be free from defects in materials and workmanship during the 90 day period running from the date of shipment. RTC's obligations under this warranty are specifically limited to replacing or repairing the goods that are shown by RTC's examination to be in a defective condition attributable to RTC. To qualify for this limited warranty, Buyer must return the goods to RTC, within a reasonable time after discovery of the defect, and within the 90 day period. RTC will examine the goods. If RTC determines that there is a defect attributable to it, it will correct the problem within a reasonable time. If the goods are covered by this limited warranty, RTC will assume the expenses of repair. If any defect attributable to RTC under this limited warranty cannot be reasonably cured by repair or replacement, RTC may elect to refund to you the purchase price of the goods in complete discharge of its obligations under this limited warranty. If RTC makes this election, Buyer shall return the goods to RTC free and clear of any liens or encumbrances. This is a limited warranty. Neither the original purchaser of the goods nor any person to whom they are transferred is entitled to recover from RTC any consequential or incidental damages for injury to person and/or property resulting from any defective goods manufactured by RTC or from RTC's breach of this contract. It is agreed and understood that the price stated for the goods is in part consideration for limiting RTC's liability. RTC shall have no obligation under this limited warranty if the goods are, or have been, misused or neglected or if there have been accidents to the goods or if it has been repaired or altered by someone else. RTC may provide to Buyer data relating to the goods sold and the application of the goods to Buyer's purposes. Any information is for general use only in order to enable Buyer to make its own independent determination as to the suitability of the goods for Buyer's intended application. RTC does not represent or warrant to Buyer the suitability of the goods for Buyer's intended use. This is Buyer's decision alone. RTC EXPRESSLY DISCLAIMS WITH RESPECT TO THE GOODS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF ANY NATURE MADE BY SELLER BEYOND THAT STATED IN THIS DOCUMENT.