



NGK Spark Plugs warrants that the products, which it sells to the Distributor, seller, reseller, or customer, shall be free from defects in workmanship or materials. Except in the case of damage or defect attributable to NGK Spark Plugs, the Distributor, seller, reseller, or customer shall have no claim against NGK Spark Plugs for any damaged or defective product or part. In the event that any products or parts shall prove to be defective in workmanship or materials within a period of sixty (60) days from the delivery

thereof to the Distributor, seller, reseller, or customer, NGK Spark Plugs shall repair or replace the same without cost to the Distributor, seller, reseller or customer. Except as herein stated, NGK Spark Plugs shall not be liable for any damages or for the breach of any warranty, express or implied, or for any other obligation or liability on account of the products which it may sell to the Distributor, reseller, seller or customer.

(a) If during the term of this Contract the Distributor shall have reason to believe it has any claim against NGK Spark Plugs in respect of any transaction growing out of this Contract, the Distributor shall notify NGK Spark Plugs in writing within sixty (60) days after it knows or has reason to know the basis of any such claim.

(b) Failure to give the notice prescribed by Subsection (a) of this section shall relieve NGK Spark Plugs from all liability on any claim in respect to any transaction arising out of this Contract.

(c) The provisions of this section shall survive the termination of any other portions of this Contract.