

THE COMPANY'S GUARANTEE AGAINST DEFECT IN MATERIAL AND WORKMANSHIP:

Seller warrants that new and used Equipment, specifically replacement parts, furnished or manufactured by Seller will be free from defects in material and workmanship for a period of 90 days from date of shipment. Seller's obligation under this warranty is limited to repair or replacement, ex-warehouse or F.O.B. origin point of any parts or workmanship that prove to be defective upon inspection according to manufacturer's standard and does not cover any cost or expenses incurred in gaining access to such defective parts, making equipment available for repair, removing, packaging or transporting parts, servicemen or Equipment all of which shall be the sole responsibility of the Buyer.

THIS WARRANTY DOES NOT APPLY TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANY PERSON OTHER THAN THE SELLER IN A MANNER THAT SELLER DETERMINES ADVERSELY AFFECTS ITS PERFORMANCE OR RELIABILITY OR SUBJECTED TO MISUSE, NEGLIGENCE, LACK OF MAINTENANCE OR ACCIDENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE RESPONSIBLE FOR ANY DAMAGES TO OTHER PROPERTY OF PURCHASER, LOSS OF USE OR DOWNTIME, LOSS OF PROFIT OR GOODWILL OR ANY INCIDENT OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY.

- A. **Products Fabricated in Part by the Company-** In the event any product sold hereunder, incorporates parts fabricated by the Company, the Company warrants only that its fabrication will be free from defects in material or workmanship for a period of 90 days from the date of delivery. During the warranty period, the Company will at its option repair, replace or pay for any defective part fabricated by it, and the Company shall not be liable for any transportation charges or for any incidental or consequential damages whatsoever. As to all remaining components of the products manufactured by others, Paragraph B, below shall apply and the Company makes no warranty of its own, expressed or implied.
- B. **Products Manufactured by Others-** As to any product or item manufactured by other persons or firms (whether sold separately hereunder or incorporated into another product sold hereunder), the Company agrees only to present the Customer's claim with respect to defects to the manufacturer for adjustments, and the Customer agrees that the Company shall have no further liability or responsibility. A copy of the warranty given by each manufacturer of any product sold hereunder has either been furnished to Customer or is available to the Customer upon written request to the Company. In this connection, each manufacturer whose products are resold by the Company are sold under limited warranty and NO SUCH MANUFACTURER MAKES ANY WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS, DESIGN, PERFORMANCE, CAPACITY, OR EFFECIENCY OF ANY PRODUCT SOLD, AND PROVIDES THAT NO CLAIM FOR LABOR, TRANSPORTATION, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WILL BE ALLOWED.
- C. **LIMITED WARRANTIES EXCLUSIVE-** THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND BY ACCEPTANCE HEREOF, THE CUSTOMER AGREES THAT THERE IS NO EXPRESSED OR IMPLIED WARRANTY BY THE COMPANY OR BY ANY MANUFACTURER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY OR EFFECIENCY OF ANY PRODUCT SOLD, AND THAT THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SALE BASED HEREON. THERE IS NO WARRANTY BY THE COMPANY OR BY ANY MANUFACTURER AS TO ANY PRODUCT DESIGNATED AS SUBSTANDARD. No modification or addition to this agreement with respect to warranty of the Company, either before or after contract of said, shall be made except on written authority of President or Vice-president of the Company.
- D. **Agreement to Limit Warranties on Resale-** By acceptance hereof, the customer covenants and agrees that in the event of any products purchased hereunder are resold, either in their original form or as a component of another product or system, the LIMITED WARRANTIES provisions set forth above will be included in all sales documents by which the customer resells any of the products and that the disclaimers of the Company apply to the resale of such products. The customer agrees to indemnify and hold harmless the Company from any loss claim or damage including attorney's fees and expenses, resulting from a breach of the foregoing covenant.

The remedies provided in this warranty are in lieu of any and all other remedies whether at law or equity or arising from Seller's negligence. Buyer acknowledges that Seller has not made and Buyer has not relied on any statements or representations except as set forth in this proposal.