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2. SELLER'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE EXPRESS WARRANTY STATED IN THIS SECTION SHALL BE REPAIR OR REPLACEMENT OF ANY PRODUCT UNDER WARRANTY WHICH SELLER REASONABLY FINDS TO BE DEFECTIVE. BUYER SHALL NOTIFY SELLER IN WRITING OF THE DEFECTIVE PRODUCT AND TYPE OF DEFECT PROMPTLY UPON BUYER'S DISCOVERY OF ANY DEFECTIVE PRODUCT WITHIN THE WARRANTY PERIOD. ALL DEFECTIVE PRODUCTS SHALL BE RETURNED TO SELLER, FREIGHT PREPAID, AND RECEIVED BY SELLER NO LATER THAN TEN (10) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

3. NO IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS. THE REPRESENTATIONS AND WARRANTIES STATED IN SECTION 1 ABOVE ARE IN LEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS PERTAINING TO THE PRODUCTS, WHETHER WRITTEN, ORAL, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF CONDITIONS OR MERCHANTABILITY, MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR FOR ALL AND ANY OTHER PURPOSES. THIS WARRANTY SHALL NOT APPLY TO ANY DEFECT, PRODUCT DAMAGE TO PROPERTY OR EQUIPMENT OR MERCHANDISE OR EQUIPMENT OR MERCHANDISE PERFORMANCE FAILURE DUE TO OR RESULTING FROM ANY MISAPPLICATION, IMPROPER INSTALLATION, IMPROPER OPERATION, ABUSE, CONTAMINATION, WHETHER BY BUYER OR ITS CUSTOMERS OF THE PRODUCTS, AND SELLER SHALL HAVE NO LIABILITY OF ANY KIND FOR THE FAILURE OF ANY EQUIPMENT OR ANY ITEM IN WHICH THE SELLER'S PRODUCT WAS INCORPORATED INTO OR USED WITH. THE WARRANTY IN SECTION 1 SHALL NOT APPLY TO ANY PRODUCTS MANUFACTURED BY SELLER ACCORDING TO OR PURSUANT TO BUYER'S DESIGNATED DESIGNS OR SPECIFICATIONS AND SUCH PRODUCTS SHALL BE SOLD TO BUYER ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

4. LIMITATION OF WARRANTIES, REMEDIES AND LIABILITY: SELLER'S TOTAL LIABILITY FOR ANY CAUSE OF ACTION, IN ANY EVENT, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCTS PURCHASED AND SELLER SHALL NOT BE LIABLE FOR, AND BUYER WAIVES ALL CLAIMS FOR, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A TORT OR BREACH OF CONTRACT AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEAABLE AND WHETHER OR NOT SELLER HAD BEEN ADVISED OR NOTIFIED OF ANY SUCH POSSIBLE DAMAGE OR LOSS. SELLER SHALL NOT BE LIABLE TO BUYER FOR BUYER'S OR USER'S IMPROPER HANDLING, STORAGE, TRANSPORTATION, OR USE OF THE PRODUCTS. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY UNAUTHORIZED MODIFICATION OF THE PRODUCT OR BUYER'S USE OF THE PRODUCT IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY MANUFACTURING PROCESS.

5. PERIOD OF LIMITATIONS: Subject to the WARRANTY PERIOD described above, any and all claims for breach of contract, including breach of warranty, must be made in writing by the Buyer within 30 days after the date that cause of action has first occurred. Failure to make such claim should be

conclusively deemed as a waiver of any rights or claims under or pursuant to warranty.

6. CLAIMS: Buyer shall test and inspect the Products for compliance with this contract within a reasonable time after each shipment, which in any event shall not exceed forty-five (45) days. If Buyer fails to notify Seller in writing within forty-five(45) days after receipt of the Products, and before any part of the goods (except for a reasonable number of Products for testing purposes) have been changed from its original condition, that the Products are defective in any respect or any shipment is short of the number of Products stated in the accompanying invoice and packing list, then Buyer waives any rights or claims against Seller for any claims against Seller regarding the Products including, without limitation, that Products are defective, fail to conform to Seller's written specifications or the number of Products actually delivered. Seller's invoice concerning the weights, volumes, size and taxes established in good faith will govern unless Buyer has made a proper claim to Seller within the said forty-five day inspection period.

7. TITLE AND RISK OF LOSS: Products shall be shipped F.O.B. Virginia Beach, VA, and shall be deemed delivered to Buyer when delivered to the first carrier or transportation company at the shipping point. Unless otherwise agreed in writing by Seller, all the transportation charges and expense shall be paid by Buyer, including the cost any insurance against loss or damage in transit which seller may obtain.