

GENERAL CONDITIONS OF WARRANTY

WARRANTIES:

The seller warrants to the original using Buyer thereof that the goods sold under this Agreement are free from defects in workmanship and materials for a period of one year from the date of shipment to the original using Buyer. No other express warranties are given and no affirmation of Seller or Seller's agents, by word or action, shall constitute a warranty. No warranty is made for components and accessories made by others when such items are warranted by their respective manufacturers.

Installation or operation of the equipment in any manner other than as recommended by Seller, shall void the warranty.

Any variations in details between the goods furnished herein and those covered in Buyer's specifications are due to standards of manufacture not to be construed as exceptions to the specifications.

DISCLAIMER OF IMPLIED WARRANTIES:

- (a) Seller makes no warranty of merchantability in respect to the goods sold under this agreement.
- (b) This sale is made without any warranty by seller that the goods are suitable for any particular purpose.
- (c) Buyer hereby waives all other warranties, guarantees, obligations, liabilities, rights, and remedies arising by law or otherwise including any obligation or liability of the Seller arising from tort, and Buyer shall indemnify Seller from any liability, loss, damage, or claim arising from Buyer's tortious use of the goods sold hereby.

REMEDIES:

- (a) Under no conditions shall any goods be returned to Seller without its prior written consent.
- (b) The Buyer's sole and exclusive remedy for breach of any warranty is limited to Seller furnishing, at its expense, duplicate or repaired parts F.O.B. Seller's plant with installation at Buyer's expense if discovery of a claimed defect occurs during the allowable warranty period, and if Seller's inspection determines a defect exists.
- (c) The quantity of material shown by invoice shall in all cases govern settlement for shortages, unless notice of shortage, appropriately documented, is given to the carrier and the Seller upon delivery by the Carrier.
- (d) Claims for errors, deficiencies or imperfections shall be deemed waived by the Buyer unless Seller is notified in writing of the basis of such claims within 10 days after discovery of claimed defect and such discovery occurs within the warranted period.
- (e) Neither Buyer nor User shall be entitled under this Agreement to recover from Seller any incidental or consequential damages of any nature including but not limited to the cost of any labor expended by others in connection with the goods sold hereb by reason of any alleged nonconformity or breach of warranty on the part of the Seller, nor costs of material or account thereof, nor any lost profits whether determinable or speculative.

