

Terms and Conditions of Sales

11. LIMITED WARRANTY

11 (a) Subject to the provisions of paragraph 11(b) below, Seller warrants to Buyer, and only to Buyer, that Products ordered hereunder shall conform (within one quarter (1/4) inch) with Buyer's specifications with respect to length and under normal use and service shall be free of defects in materials and workmanship, ordinary wear and tear excepted, for a period of twelve (12) months after delivery, provided that the Products are installed, cleaned and maintained in strict compliance with Seller's specifications and recommendations. Should any Products covered by this warranty prove defective during the warranty period, Buyer shall notify Seller in writing of such defect promptly, but in no event later than thirty (30) days after discovery, or ten (10) days after the expiration of the warranty period, whichever is first to occur. Seller's sole obligation, and Buyer's exclusive remedy, under this warranty shall be limited to the repair or replacement, at Seller's option, of any Product or component thereof covered by this warranty which proves defective in materials or workmanship during the warranty period; provided, however, that Seller shall have no obligation with respect to any such defect unless Seller is given written notice of the defect in the manner and within the time provided above. If any defective Product or component thereof covered by this warranty requires repair or replacement, Buyer shall obtain a written return authorization from Seller and thereafter deliver the defective Product or component to the Seller's warehouse as indicated on the front side hereof, or to such other destinations as Seller may specify. No claim against Seller shall be allowed for Products returned hereunder without Seller's written authorization. All transportation costs and charges incurred in connection with the repair or replacement of any Products or components covered by this warranty shall be for the account of the Buyer. The repair or replacement of any Product or component pursuant to the foregoing warranty shall not extend the term of such warranty beyond the warranty period set forth above. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY PRODUCTS FOR ANY PARTICULAR PURPOSE, AND HEREBY DISCLAIMS THE SAME.

11 (b) The limited warranty provided in paragraph 11(a) shall not apply to: (i) normal manufacturing or finishing defects, (ii) normal deterioration due to wear and tear, (iii) alterations or modifications in a manner not authorized by Seller in writing, (iv) defects in the systems or application in which the Products are installed, (v) dust, dirt, or other air particulate accumulation, or (vi) any damage to or any failure of any Products resulting from acts of God or conditions beyond reasonable control of the Seller, including (but not by way of limitation) accidents, fire, misuse, abuse, negligence, improper installation, modification, alterations, tampering, vandalism or failure to properly maintain or service Products. In addition, the obligations of Seller under paragraph 11(a) shall not include payment for (i) the cost of maintenance, adjustments, installation, and startup, (ii) living and traveling expenses of persons performing warranty service, (iii) labor costs for the removal of Products from their application and reinstallation, (iv) overtime labor requested by Buyer, or (v) other miscellaneous expenses incurred by the Buyer.