

WARRANTY

Seller warrants that the Goods, if manufactured by Seller, will be free from defects in material and workmanship for a period of one (1) year after the date of shipment.

Any claim by Buyer with reference to the Goods shall be deemed waived by Buyer unless submitted in writing to Seller within the earlier of (I) thirty days following the date Buyer discovered or by reasonable inspection should have discovered any claimed breach of warranty or (II) thirteen months following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one year of the date the alleged breach was discovered or should have been discovered which ever occurs first.

If any of the Goods are found by Seller to be defective, such Goods will be replaced at Seller's cost, exclusive of labor and installation costs. Claims for defective material or workmanship must be verified by an authorized representative of Seller. Goods found to be defective must be delivered to Seller's plant, transportation charges prepaid. Seller's liability (whether under the theories of breach of contract or warranty, negligence or strict liability) under this warranty is limited to Seller's cost of replacing any Goods found by Seller to be defective and shall not exceed the original contract price for the defective product. The parties hereto expressly agree that Buyer's sole and exclusive remedy against the Seller shall be for the replacement of defective Goods as provided herein.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OF FITNESS FOR ANY PRUPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION 15 SHALL CONSTITUTE A WARRANTY. GOODS WHICH MAY BE SOLD BY SELLER BUT WHICH ARE NOT MANUFACTURED BY SELLER ARE NOT WARRANTED BY SELLER, BUT ARE SOLD ONLY WITH THE WARRANTIES, IF ANY OF THE MANUFACTURERS THEREOF. Seller's warranty shall only apply to Goods which have been properly mounted, housed and lubricated (when required) in accordance with Seller's factory instructions. Seller's warranty shall not apply if Goods have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents.

IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMANGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property (including without limitation property handled or processed by the use of the Goods). Buyer shall indemnify Seller against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury.