

## Warranty Policy

**LIMITED WARRANTY:** Subject to the limitations of Section 9, below, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship at the time of shipment under normal use and regular service and maintenance, for a period of eighteen (18) months from the date of shipment of the Goods by Seller, or one year from start-up, whichever occurs first, unless otherwise specified by Seller in writing. Products and Special Coating Applications purchased by the Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer or supplier. **ANY ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED OR APPLIED BY SELLER IS NOT WARRANTED BY SELLER and shall be covered only by the express warranty, if any, of the manufacturer or applicator thereof. THE WARRANTY SET FORTH IN THIS SECTION 8 AND THE WARRANTY SET FORTH IN SECTION 9, BELOW, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAD BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of the Seller. To the extent that Buyer, or its agents, has supplied specifications, information, representation of operating conditions or other conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, estimate or bid, or in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. Equipment performance is not warranted unless separately agreed to in writing by the Seller. Seller manufactures engineered-to-order Goods based on the design point specified by the Buyer. Warranty on performance results will be based on laboratory tests performed at Seller's location. Due to the inaccuracies of field testing, if there are any conflicts between the results of field testing conducted and laboratory testing conducted, the laboratory tests results will control. Seller will not provide or furnish any equipment for field testing. (See Section 16) If within thirty (30) days after Buyer's discovery of any claimed warranty defects within the warranty period, and Buyer notifies Seller thereof in writing; Seller shall, at its option and as Buyer's exclusive remedy, repair, correct, replace or refund the purchase price for that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed absolute and unconditional waiver of Buyer's claims for such defects. Seller shall have the right to require the Buyer to deliver the Goods to Seller's designated repair center or manufacturing facility. All responsibility and expenses associated with removal, dismantling, reinstallation and transportation to and from Seller's designated repair center or manufacturing facility, and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty, shall be paid by Buyer. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period, or ninety (90) days from the shipment date that the Goods are returned to Buyer, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Goods, whether alone or in combination with other products/components. Buyer agrees to provide any subsequent transferee of the Goods conspicuous, written notice of Section 8 and 9 herein. Sections 8 and 9 shall apply to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains Goods from Buyer, and such entity or person shall be bound by the limitations as provided herein.

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**LIMITATION OF REMEDY AND LIABILITY: BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF THE PURCHASE PRICE UNDER SECTION 8. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND THE REMEDIES OF BUYER UNDER THE AGREED TERMS AS PROVIDED HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS AND BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, AND/OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER.** It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or result obtained, and all such advice being given is accepted at Buyer's risk.

**Buyer Warranty:** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**EXCUSE OF PERFORMANCE/FORCE MAJEURE:** Seller shall not be liable for delays in performance or for nonperformance due to acts of God; acts of Buyer; war; fire; flood; weather; natural disasters; terrorism; sabotage; strikes; labor disputes; civil disturbances or riots; currency restrictions; pandemics; disease; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation or in obtaining materials, fuel, power and energy; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performances may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any occurrence of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth hereinabove, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its buyers on such a basis as Seller determines to be equitable, in its sole discretion, without liability for any failure of performance which may result therefrom.