

# Warranty

**Goods manufactured by Seller** -- Seller warranty to the original buyer that its new goods are free from defects in materials and workmanship. Seller warrants rated performance of its new goods, provided that such goods are used and maintained in accordance with the conditions set forth in the contract documents, including but not limited to, the operating and maintenance manuals, and installation and use criteria set forth in specifications are a part of this Agreement, or if there are none, under good operating, maintenance, and use conditions. Seller's obligation under this warranty is limited to the repair, or, at the seller's option, the replacement of any goods or parts thereof, which are within twelve (12) months of delivery to the original buyer, returned with the Seller's prior written approval FOB to the Seller's plant of manufacture, and, which, after examination, appear to Seller's satisfaction to be defective under this warranty. All costs of shipping, insurance, and risk of loss arising in connection with performance of this warranty shall be borne by Buyer.

**Goods repaired by Seller** -- Seller warranty to the original buyer that its new goods in the repair are free from defects in materials and workmanship. Warranty on the repaired goods exist for ninety (90) days upon delivery. Seller reserves the right to make the final determination of warranty on all repaired goods. Seller's obligation under this warranty is limited to the repair, or at the seller's option, the replacement of any goods or parts thereof returned with Seller's prior written approval FOB to Seller's plant of repair, and which, after examination, appear to Seller's satisfaction to be defective under warranty. All costs of shipping, insurance, and risk of loss arising in connection with performance of this warranty shall be borne by Buyer.

**Components Purchased by Seller** -- Seller shall attempt to obtain, in its subcontracts, with each supplier of components not made by Seller, a provision that the subcontractor's standard warranty, if any shall survive Seller's inspection, acceptance, and payment, and shall run to Seller, its successor, assigns, and customers.

**Designs** -- Seller warranty to the original buyer of its designs that such designs satisfy criteria and specifications set forth in the contract documents. Seller's obligation under this warranty is limited to redesign if, within twelve (12) months after delivery to the original buyer, buyer demonstrates to seller's satisfaction that said design criteria and specifications were not satisfied by Seller's design. If Seller manufactures the goods in accordance with Buyer's specifications, Seller shall have no liability whatsoever for defects in design or failure of performance of the goods.

**Technical Assistance** -- Seller warranty that services shall be provided in a professional manner. Seller's obligation thereunder is limited to the providing of services by its employees or agents at the time and place, and to the extent specified in the Agreement.

There shall be no express or implied warranty of merchantability beyond the express terms of the Agreement, unless expressly agreed by the Seller in writing. Seller does not warrant its goods as to their fitness for any special use or function or as to their life after sale to buyer and/or to subsequent buyers or users of the goods. There are no warranties, express or implied, arising from course of dealing, course of performance, or usage of trade which extend beyond the face of this Agreement.

Seller neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its goods.

Seller has no responsibility whatsoever for reimbursing Buyer or its customer, nor shall Seller be liable in damages for repair or replacement costs incurred by Buyer or its customers in connection with the goods or parts thereof without Seller first having given its written authorization

for such charges and without Seller having an opportunity to perform its obligations as hereinabove set forth. Seller's warranties as hereinabove set forth shall not be enlarged or affected by, and no obligation or liability shall arise or grow out of the Seller's rendering of technical assistance or service in connection with Buyer's order or the goods furnished thereunder Buyer's assertion of any rights under this warranty provision shall be in writing and shall specify with particularity the alleged defects in the goods.

March 27, 2000