



LIMITATION OF WARRANTIES, REMEDIES AND DAMAGES

The warranty stated below is given in place of all other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. No promise or affirmation of fact made by any agent or representative of seller shall constitute a warranty by seller or give rise to any liability or obligation.

Seller warrants that on the date of delivery to carrier the goods are free from defects in workmanship and materials.

Seller's sole obligation in the event of breach of warranty or contract or for negligence or otherwise with respect to goods sold shall be exclusively limited to repair or replacement, F.O.B. Seller's point of shipment, of any parts which seller determines to have been defective or if seller determines that such repair or replacement is not feasible, to a refund of the purchase price upon return of the goods to seller.

Any action against seller for breach of warranty, negligence or otherwise, must be commenced within one year after such cause of action occurs. No claim against seller for any defect in the goods shall be valid or enforceable unless buyer's written notice thereof is received by seller within one year from the date of shipment seller shall not be liable for any damage, injury or loss arising out of the use of the goods if, prior to such damage, injury or loss, such goods are (1) damaged or misused following seller's delivery to carrier; (2) not maintained, inspected, or used in compliance with applicable law and seller's written instructions and recommendations; or (3) installed, repaired, altered or modified without compliance with such law instructions or recommendations. Under no circumstances shall seller be liable for incidental or consequential damages as those terms are defined in section 2-715 of the uniform commercial code.

Indemnification and safe operation: Buyer shall comply with and require its employees to comply with directions set forth in instructions and manuals furnished by seller and shall use and require its employees to follow such instructions and manuals and to use reasonable care in the use and maintenance of the goods. Buyer shall not remove or permit anyone to remove any warning or instruction signs on the goods. In the event of personal injury or damage to property or business arising from the use of the goods, buyer shall within 48 hours thereafter give seller written notice of such injury or damage. Buyer shall cooperate with seller in investigating any such injury or damage and in the defense of any claims arising therefrom.

If buyer fails to comply with this section or if any injury or damage is caused, in whole or in part, by buyer's failure to comply with applicable federal or state safety requirements, buyer shall indemnify and hold seller harmless against any claims, loss or expense for injury or damage arising from the use of the goods.