Warranty Policy

Limited Warranty: The Company warrants that at the time of shipment, the equipment manufactured by it shall be merchantable, free from defects in material and workmanship and shall possess the characteristics represented in writing by the Company. The Company's warranty is conditioned upon the equipment being properly installed and maintained and operated within the equipment's capacity under normal load conditions with competent supervised operators.

Equipment, accessories, and other parts and components not manufactured by the Company are warranted only to the extent of and by the original manufacturer's warranty to the Company. In no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to the Buyer than the Company's warranty covering equipment manufactured by the Company.

Exclusions From Warranty: (I) THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED HEREIN TO THE EXTENT PERMITTED BY THE LAW. THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS AS TO DURATION, WARRANTY ADJUSTMENT AND LIMITATION OF LIABILITY SHALL BE THE SAME FOR BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESSED WARRANTIES.

(II) The Company's warranty is solely as stated in (a) above and does not apply or extend, for example, to: expendable item; ordinary wear and tear; altered units; units repaired by persons not expressly approved by the Company; materials not of the Company's manufacture; or damage caused by accident, the elements, abuse, misuse, temporary heat, overloading, or by erosive or corrosive substances or by the alien presence of oil, grease, scale, deposits or other contaminants in the equipment.

Warranty Adjustment: Buyer must make claim of any breach of any warranty by written notice to the Company's home office within thirty (30) days of the discovery of any defect. The Company agrees at its option to repair or replace, BUT NOT INSTALL, F.O.B. Company's plant, any part or parts of the equipment which within twelve (12) months from the date of initial operation but no more than eighteen (18) months from date of shipment shall prove the Company's satisfaction (including return to the Company's plant, transportation prepaid, for inspection, if required by the Company) to be defective within the above warranty. Any warranty adjustments made by the Company shall not extend the initial warranty period set forth above. Expenses incurred by Buyer in replacing or repairing or returning the equipment or any part or parts will not be reimbursed by the Company.

Spare and Replacement Parts Warranty Adjustment: The Company sells spare and replacement parts. This subparagraph (10.4) is the warranty adjustment for such parts. Buyer must make claim of any breach of any spare or replacement parts by written notice to the Company's home office within thirty (30) days of the discovery of any alleged defect for all such parts manufactured by the company. The Company agrees at its option to repair or replace, BUT NOT INSTALL, F.O.B. Company's plant, any part or parts or material it manufacture which, within one (1) year from the date of shipment shall prove to Company's satisfaction (including return to the Company's plant, transportation prepaid, for inspection, if required by the Company) to be defective within this part warranty. The warranty and warranty period for spare and replacement parts not manufactured by the company (purchased by the Company, from third party suppliers) shall be limited to the warranty and warranty adjustment extended to the Company by the original manufacturer of such parts; In no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to the Buyer for such parts than the

Company's warranty adjustment covering part manufactured by the Company as set forth in this subparagraph (10.4). Expenses incurred by Buyer in replacing or repairing or returning the spare or replacement parts will not be reimbursed by the Company.

Limitation of Liability: The above warranty adjustment set forth Buyer's exclusive remedy and the extent of the Company's liability for breach of implied (if any) and express warranties, representations, instructions or defects from any cause in connection with the sale or use of the equipment. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT OR FROM ANY OTHER CAUSE WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR TORT OR CONTRACT, and regardless of any advice or recommendations that may have been rendered concerning the purchase, installation, or use of the equipment.