



PRODUCT WARRANTY STATEMENT

1. **EXPRESS WARRANTIES:** Subject to the limitations set forth below, Seller warrants that: (a) the goods shall meet Seller's published specifications for the goods and be otherwise free from defects in materials and workmanship; (b) services shall be performed in a competent and professional manner in accordance with accepted industry practice in the locale where the services are performed; and (c) Seller has good title to the goods and the right to sell them to Buyer. No representations or warranties are made with respect to any drawings, schematics or instructions supplied with the goods; if supplied, these are for informational purposes only. In addition, Seller or its agents make no representation that the goods comply with any present or future federal, state, provincial or local law, rule, regulation, code or ordinance ("**Laws**").

2. **CONDITIONS TO WARRANTIES:** (a) The warranty period for all goods and/or services (the "Warranty Period") will expire one (1) year after shipment of goods and ninety (90) days after performance of services. (b) If during the Warranty Period, Buyer believes that there is a breach of warranty, Buyer must, within ten (10) days, provide Seller with a written notification setting forth the nature of the claimed breach. Seller shall promptly investigate such claimed breach and shall, after its investigation, either (i) provide information to Buyer confirming that no breach of warranty has in fact occurred; or (ii) advise Buyer of Seller's planned corrective action. If Buyer believes the breach of warranty occurred during a high-flex operation or an application where exposure to fluids or chemicals is typical, Seller, at its option, can request usage data from Buyer relative to the goods for which a claim is made. The usage data provided must be satisfactory to Seller, acting reasonably, and must be sufficiently detailed to allow Seller to determine, with reasonable certainty, the total number of flex cycles completed prior to the time of failure, and/or the chemical and/or fluids the product was exposed to and the period of time the goods were exposed to such chemicals and/or fluids prior to failure. A determination by Seller that no breach of warranty has occurred shall not be conclusive or binding upon Buyer. However, if a breach of warranty has in fact occurred, Seller shall, at its election, promptly repair or replace the defective



goods or re-perform or correct deficient services at no cost to Buyer. All costs incidental to repairing or replacing defective goods including, but not limited to removal, disassembly, reinstallation and reconstruction, shall be borne by Buyer and in no event shall Seller be liable for such costs. All warranty repairs or replacements and any services that have been re-performed or corrected under warranty shall be warranted for the balance of the Warranty Period. (c) This warranty does not cover the repair or replacement of any goods which fail as a result of damage in transit, misuse, neglect, accident, Act of God, abuse, improper handling, misapplication, modification, improper storage, excessive stress, faulty or improper installation, testing or repair, negligent maintenance or failure to comply with the written instructions for installation, testing, use or maintenance (if any) provided by Seller. Without limitation, under no circumstances shall Seller be liable for any costs associated with production stoppages or recall campaigns, or for any trouble-shooting, administrative or engineering charges.

3. SOLE AND EXCLUSIVE REMEDIES: THE FOREGOING CONSTITUTES SELLER'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES IN CONNECTION WITH SELLER'S WARRANTIES AND THE SOLE AND EXCLUSIVE REMEDIES THAT ARE AVAILABLE IN THE EVENT OF ANY BREACH THEREOF.

4. EXCLUSION OF OTHER WARRANTIES: SELLER GIVES NO OTHER WARRANTIES. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

5. GOODS MANUFACTURED BY OTHERS: Seller's warranties shall not apply to any goods that are warranted by their original manufacturer.

6. BUYER RESPONSIBILITIES: Determination of the suitability of the goods for the uses and applications contemplated by Buyer and others shall be the sole responsibility of Buyer. The use of the goods shall be in accordance with the provisions of the National Electric



Code, UL, and/or other industry standards and/or any Laws that are pertinent to the specific end use. Compliance with all Laws and standards is the Buyer's responsibility. Installations or use not in accordance with Laws and standards could be hazardous and Buyer hereby agrees to indemnify Seller against any and all claims of loss or damage, and/or costs and expenses related to defending against such claims which arise from or in connection with the use or installation of goods not in accordance with Laws and standards.

7. LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (WHICH SHALL BE DEEMED TO INCLUDE WITHOUT LIMITATION, ANY LOSS OF PROFIT OR REVENUE, ANY LOSS OF GOODWILL, LOSS CLAIMED BY BUYER'S CUSTOMERS, OR ANY LOSS OF BUSINESS OPPORTUNITY), OF ANY NATURE OR KIND, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF SELLER IS DEEMED TO BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THIS CONTRACT OF PURCHASE AND SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE FOR THE GOODS OR SERVICES SUBJECT TO A CLAIM, EVEN IF BUYER HAS CLAIMS OR IS SUBJECT TO CLAIMS IN EXCESS OF THIS LIMITATION. NOTWITHSTANDING THE FOREGOING, SELLER'S LIABILITY FOR COVER DAMAGES SHALL BE LIMITED TO TEN PERCENT (10%) OF THE PURCHASE PRICE FOR THE GOODS SUBJECT TO A CLAIM. Any legal proceeding initiated against Seller must be brought within (1) year after the cause of action arises. In any legal proceeding, Buyer shall not be entitled to equitable relief, such as specific performance.