



Product Warranty

18435 Morton Rd. Houston, TX 77084 USA

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(a) For a period of one year from the date of shipment, Seller warrants purchased Goods will be free from defects in materials and workmanship in normal use and service. In the event of failure of the Goods to conform to this warranty, Seller will at no cost to Buyer, at Seller's option either repair the Goods or furnish a replacement for the Goods after test and examination by Seller demonstrates that the Goods are in breach of the above warranty. All costs incurred for the installation, removal, or reinstallation are Buyer's responsibility. To make a warranty claim, Buyer must obtain a return form from Seller and return the Goods freight prepaid to Seller at, 18435 Morton Road Houston, TX 77084 within thirty days after the defect is discovered with a letter specifying the nature of the failure of the Goods to conform to the warranty and a service purchase order to cover any non-warranty repairs. Buyer will be responsible for all insurance and freight or other transportation charges to Seller's factory. If test and examination by Seller demonstrates that the purchased Goods are in breach of warranty, the repaired Goods or replacement Goods will be returned to Buyer freight prepaid. Otherwise, the Goods that were returned to Seller will be reshipped to Buyer freight collect. THIS WARRANTY EXCLUDES AND DOES NOT COVER DEFECTS, MALFUNCTIONS, OR FAILURES OF THE GOODS CAUSED BY REPAIRS BY PERSONS NOT AUTHORIZED BY SELLER; USE OF THE GOODS WITH UNAUTHORIZED PARTS OR ACCESSORIES; MISHANDLING; IMPROPER INSTALLATION; MODIFICATIONS OR ACCIDENTAL DAMAGE WHILE IN THE POSSESSION OF BUYER; FAILURE OF BUYER TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE; MISUSE OF THE GOODS. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHER WARRANTY (WHETHER EXPRESS, IMPLIED OR STATUTORY) IS MADE BY SELLER, EXCEPT AS STATED IN THIS SECTION 8. These Terms of Sale are a complete and exclusive statement with respect to warranties and remedies for breach of warranty between Seller and Buyer. These warranties cannot be varied, supplemented, qualified or interpreted by any prior course of dealing between Seller and Buyer or by any usage of trade. These warranties and remedies can only be varied or amended by a writing executed by Seller and Buyer which shall quote the provisions hereof which are to be amended and the provisions substituted therefore. (b) Except for the express warranties provided in Paragraph (a) immediately above, all warranties, whether express or implied, all guarantees, and all representations as to the performance or any other aspect of the Goods, including all warranties which, in the absence of this provision, might arise from course of dealing or custom of trade, and INCLUDING ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the Goods, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty relating to the Goods other than as specifically provided herein. (c) Neither Seller nor its affiliates shall have any warranty obligations with respect to the Goods or any part thereof which (i) is normally consumed in operation, (ii) has a normal life inherently shorter than the warranty period specified herein, (iii) is not properly stored, installed, maintained or repaired, or is modified other than pursuant to Seller's instructions or approval, or (iv) has been subjected to any other kind of detrimental exposure, or has been involved in an accident for which Seller could not be responsible. Any technical advice provided by Seller with respect to the use of the Goods shall be for informational purposes only, and Seller makes no representation or warranty nor assumes any obligation or liability for such advice. (d) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, WHERE ANY GOODS SOLD BY SELLER OR ITS AFFILIATES ARE MANUFACTURED BY A THIRD PARTY AND ARE RESOLD OR DISTRIBUTED BY SELLER OR ITS AFFILIATES AND ARE LABELED ON SUCH



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GOODS AS SUCH, NEITHER SELLER NOR ITS AFFILIATES SHALL HAVE ANY WARRANTY OBLIGATIONS WITH RESPECT TO SUCH GOODS AND ALL WARRANTY, IF ANY, SHALL BE AS PROVIDED BY, AND ALL LIABILITY SHALL LIE WITH, THE MANUFACTURER OF SUCH GOODS ONLY. (e) Seller shall not be liable for any loss or damage, including special, punitive, indirect or consequential damages (including downtime) caused by its breach of any of these Terms of Sale or otherwise relating to or arising out of the Goods (including the use, manufacture, condition, delivery or presence thereof or any other matter, service or activity relating thereto, whether caused by Seller's breach of contract, negligence or other tortious conduct, or otherwise). The liability of Seller for defective or undelivered Goods and/or the consequences thereof shall be limited solely to (at Seller's option) replacement of the Goods or giving Buyer a credit or refund in the amount of the contracted price of the affected Goods. Except for the said replacement or refund, Seller shall not be liable to Buyer or any other person for, and (unless the same are caused solely by the gross negligence or willful misconduct of Seller) Buyer shall indemnify Seller with respect to any loss, injury (including death) or damage to person or property, and all claims and expenses relating thereto, arising out of or relating in any way to the Goods or the non-delivery thereof. Items not manufactured by Seller (including third-party goods on which Buyer may conduct repairs or service), or repairs or service not conducted by Seller, are guaranteed only in the manner and to the extent guaranteed by the actual manufacturer or service provider, and then only to the extent that Seller is reasonably able to enforce it, and such items, goods, or repairs are not subject to the warranties given by Seller to Buyer in this Section 8. (f) If Buyer resells the Goods, the terms of this Section 8 shall be incorporated into the agreed terms of such resale. If Buyer fails to do so, Buyer shall indemnify Seller for any and all demands, claims, suits, damages, losses, judgments and liabilities, including, reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties, or assessments asserted against Seller, in excess of that stipulated in this Section 8. (g) Buyer designed specified, manufactured or supplied goods. The seller expressly disclaims any and all liability for the proper design, manufacture, or operation of any goods, parts or components designed, manufactured or supplied by the Buyer to the Seller; Or, third party parts specified by buyer. This includes any design, modification or addition to Seller's Product that is provided by the Buyer to the Seller, whether or not Seller has agreed to such Buyer's design, modification or addition. Further, Seller expressly does not warrant or accept liability for the goods so designed, modified or added to Seller's Goods. Seller's liability and warranty in all cases is limited to goods of Seller's design and manufacture only, as per the paragraphs above. (h) The remedies of Buyer provided for in these Terms of Sale shall be exclusive and shall be the sole remedies of Buyer.