

WARRANTY

Seller warrants that its manufactured goods and services will be free from defects in materials and workmanship. Any Warranty claim must be made in any event, within the earlier of 12 months from date of initial operation or 18 months from shipment. Upon Buyer's submission of a claim as provided above and substantiation thereof, Seller shall, at its option (i) either repair or replace its nonconforming goods, or re-perform the services or (ii) refund an equitable portion of the purchase price attributable to such non-conforming goods. Seller shall not be liable for the cost of removal or reinstallation of materials or any unauthorized warranty work, nor shall Seller be responsible for any transportation cost, unless expressly authorized in writing by Seller. Any spare parts provided by Seller hereunder shall be warranted for the same time period and on the same basis as described above. Seller makes no representation regarding the stocking by Seller of spare parts for the goods.

Repair or replacement of goods or refund of an equitable portion of the purchase price shall be Seller's only obligation and the sole and exclusive remedy of Buyer in the event of a failure to conform to the foregoing warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT THAT OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.