

## Warranty

The Company warrants to the Purchaser that the equipment to be delivered hereunder will be free from defects in material or workmanship and will be of the kind and quality designated or specified in the contract.

This warranty shall apply only to defects appearing within one year from the date of shipment by the Company.

If the equipment delivered hereunder does not meet the above warranty, and if the Purchaser promptly notifies the Company, the Company shall thereupon correct any defect including nonconformance with the specifications either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The liability of the Company under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of the Company.

The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied, or statutory (except as to title). **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY.** The Company does not warrant any equipment of other manufacture designated by Purchaser