

Limited Product Warranty

FM-SAL-007 REV. A (9/6/2019)

WARRANTIES:

(A) SELLER warrants the Product manufactured by SELLER for a period of six (6) months from delivery to the Delivery Point ('Warranty Period') will materially conform to SELLER's standard specifications available from the SELLER for such Product at the time of the issuance of the Order or to the Specifications agreed between the Parties, including drawings or descriptions, specification sheets, drawings, notes and technical data for such Product. SELLER further warrants that Product, at the time of their delivery, will be free from defects in material and workmanship for the Warranty Period.

(B) The express warranty set forth in the first sentence of this paragraph shall be the only warranty given by SELLER with respect to the Product/Services provided.

(C) For Third Party Products not manufactured by SELLER, SELLER's only responsibility is to assign to its Customer any manufacturer's warranty that does not prohibit such assignment.

(D) Product and parts that are consumed in normal operation are not covered by this Warranty.

(E) If the Customer discovers a defect within the applicable Warranty period, it must be reported in writing to SELLER's service department immediately upon discovery.

(F) Within a reasonable time after proper notification, SELLER shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge. The above remedies are the exclusive remedies of Customer, and the sole responsibility of SELLER, for breach of this warranty as to repaired or replaced Product. SELLER'S LIABILITY FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.

(G) Customer shall not be entitled to any remedy under the Warranties with respect to: (i) Product/Services that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by SELLER; (ii) Product/Services subjected to experimental running or any type of operation or use other than that for which the Product/Services is designed; (iii) Product/Services from which SELLER and/or vendor's trademark or serial number has been altered, removed, or obliterated without SELLER's written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap; (iv) Product/Services that has been in storage or immobilized for one (1) year or more after delivery to the Delivery Point.

(H) SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SELLER.

(I) The Warranties are non-transferable and are applicable only to the original Customer.

(J) Seller expressly disclaims any obligation or liability for material or labor performed in connection with installation of repaired or replaced products or for any other expense, injury, loss or damage to persons (including death) or to property or things of whatsoever kind or nature, whether direct, incidental or consequential, including but not limited to those arising from loss of profits, production, increased cost of operation, arising in connection with the sale or use of, or inability to use, seller's equipment or products for any purpose, except as herein provided.