



# Certificate of Warranty

Seller warrants that the equipment sold under this contract shall be free from defects in material and workmanship for a period of twelve (12) months from the date of equipment startup or eighteen (18) months from the date of shipment, whichever occurs first.

Written notice of any defect shall be given to Seller immediately upon discovery by Purchaser, and shall fully describe the claimed defect. Defective parts shall be repaired or replaced F.O.B. point of shipment, provided that inspection by Seller verifies the claimed defect(s). THIS WARRANTY DOES NOT COVER THE COSTS OF REMOVING, SHIPPING OR REINSTALLING THE EQUIPMENT. REPAIRS MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF SELLER SHALL VOID ALL WARRANTIES COVERING MATERIAL AND WORKMANSHIP. ANY DESCRIPTIONS OF THE PRODUCT(S) IN THE CONTRACT ARE FOR THE SOLE PURPOSE OF IDENTIFICATION AND DO NOT CONSTITUTE A WARRANTY. IN THE INTEREST OF PRODUCT IMPROVEMENT, SELLER RESERVES THE RIGHT TO CHANGE SPECIFICATIONS AND PRODUCT DESIGN WITHOUT INCURRING ANY LIABILITY THEREOF. THE FOREGOING EXPRESS WARRANTIES ARE THE ONLY WARRANTIES OF SELLER APPLICABLE TO THE PRODUCT(S) SOLD UNDER THIS CONTRACT. WARRANTY REPAIRS MUST BE DONE BY FABPRO SYSTEMS LLC. IF ANY IS DONE BY OTHERS WARRANTY IS VOID. ALL OTHER WARRANTIES, WHETHER VERBAL OR WRITTEN, AND ALL WARRANTIES IMPLIED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. FAILURE ON THE PART OF PURCHASER OR OF OTHER PARTIES TO PROPERLY MAINTAIN THE PRODUCT(S) SOLD UNDER THIS CONTRACT, OR THE OPERATION OF SUCH PRODUCT(S), BY PURCHASER AND/OR OTHER PARTIES UNDER CONDITIONS MORE SEVERE THAN THOSE FOR WHICH SUCH PRODUCT(S) WERE DESIGNED, SHALL VOID ALL WARRANTIES COVERING MATERIALS AND WORKMANSHIP. SELLER'S WARRANTIES DO NOT APPLY TO DEFECTS IN PRODUCT(S) FOR WHICH PAYMENT IN FULL HAS NOT BEEN RECEIVED BY SELLER, AND SAID WARRANTIES DO NOT COVER NORMAL WEAR AND TEAR OR THE EROSION, CORROSION AND/OR DETERIORATION OF THE PRODUCT(S) FROM UNUSUAL CAUSES. SELLER SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF A BREACH OF ANY OF ITS WARRANTIES OR OBLIGATIONS HEREUNDER. NO WARRANTIES BY SELLER SHALL APPLY TO ACCESSORIES MANUFACTURED BY OTHERS, inasmuch as they are warranted separately by their respective manufacturers, except as stated above. Purchaser assumes liability for and shall bear the costs of compliance with all laws, regulations, codes, standards or ordinances applicable to the location, operation and maintenance of the product(s) sold under this contract. No representative or agent of Seller is authorized to enlarge upon the express warranties of Seller.

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