

1. LIMITED WARRANTY

ALDONEX, INC. WARRANTS ALL ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL AND MANUFACTURE FOR A PERIOD OF ONE YEAR FROM DATE OF SHIPMENT. THIS WARRANTY DOES NOT EXTEND TO ANY ALDONEX, INC. PRODUCT WHICH HAS BEEN SUBJECTED TO MISUSE, NEGLIGENCE, OR ACCIDENT, NOR DOES IT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN ALTERED BY OTHER THAN OFFICIAL ALDONEX, INC. SERVICE OR TECHNICAL PERSONNEL.

UPON INVESTIGATION BY ALDONEX, INC. PRODUCTS WHICH PROVE TO BE DEFECTIVE WILL BE REPAIRED OR REPLACED BY ALDONEX, INC., AT NO COST TO THE CUSTOMER. PRODUCTS FOR REPAIR OR EXAMINATION MUST BE RETURNED TO ALDONEX, INC. PREPAID ALL SHIPMENT EXPENSES TO AND FROM OUR PLANT WITHIN THE WARRANTY PERIOD SHALL BE BORNE BY THE CUSTOMER.

THIS WARRANTY DOES NOT EXTEND TO COMMERCIAL SUB-ASSEMBLIES, WHICH ARE GUARANTEED BY THE MANUFACTURER'S WARRANTY. ALDONEX, INC.'S WARRANTY WITH RESPECT TO ITS PRODUCTS SHALL EXTEND ONLY TO ITS CUSTOMER AND THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF ALDONEX, INC. AND THE CUSTOMER.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF THE PRODUCTS COVERED HEREUNDER.

ALDONEX, INC. DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY

OR FITNESS FOR PARTICULAR PURPOSE IN NO EVENT SHALL ALDONEX,
INC.
BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR
CONSEQUENTIAL
DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE CUSTOMER'S
USE
OF ANY PRODUCTS COVERED HEREUNDER THE CUSTOMER'S SOLE AND
EXCLUSIVE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING
NEGLIGENCE
WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER SHALL BE
LIMITED
TO THE REMEDIES PROVIDED HEREUNDER IN NO EVENT SHALL
ALDONEX,
INC. BE LIABLE FOR: (1) ANY LOSS OF USE, REVENUE OR PROFIT; (2)
ANY
CLAIM, DEMAND OR ACTION AGAINST THE CUSTOMER BY ANY THIRD
PARTY.