

WARRANTY

GA Industries, Inc. (Seller) warrants to the original Buyer that all products delivered hereunder shall be free from defects in manufacture for a period of twelve (12) months from the date of placing the Equipment in operation or eighteen (18) months from the date of shipment, whichever shall first occur, provided that such products are installed, used, operated, adjusted and serviced only in a proper and appropriate manner and in strict accordance with any instructions relating thereto furnished to Buyer by Seller. In no event shall the foregoing warranty extend to any products in any way caused or allowed to be, or installed, operated or used in such a manner as to be subject or exposed to conditions of misuse, abuse or accident.

Products not manufactured by Seller shall be warranted only to the extent of warranty to Seller.

The foregoing warranty is exclusive and lieu of any and all other warranties, expressed or implied. No warranty of merchantability, no implied warranty of fitness for any particular purpose, and no implied warranty arising by usage of trade, course of dealing or course of performance is given by Seller or shall arise by or in connection with this sale and/or the Seller's and/or Buyer's conduct in relation thereto or to each other, and in no event shall Seller be liable on any such warranty with respect to any product.

Liability of the Seller under or in connection with this sale and/or the foregoing warranty shall be limited, at the sole option of the Seller, to one of repair or, replacement of, or a refund of the purchase price of any products or part thereof with respect to which Seller receives. Promptly after Buyer's discovery of any alleged defect and prior to the expiration of the warranty period as provided above, notice, in writing, from Buyer of Buyer's claim of defect, and which shall be returned to Seller by Buyer, as provided herein, promptly after Buyer's discovery of such alleged defect and which shall be determined by the Seller to have proved defective within the one-year warranty period provided above, failure by Buyer so to notify Seller and return such products to Seller after Buyer's discovery of such alleged defect shall constitute a waiver by Buyer of any and all claims of any kind with respect thereto. Any products returned by Buyer to Seller under the foregoing terms shall be returned to Seller's place of business freight prepaid, accompanied or preceded by Buyer's particularized statement of the claimed defect. The risk of loss and freight charges to and from Seller in connection with any returned products shall be borne by Buyer; but Seller shall bear such additional freight charges arising in connection with any returned products ultimately determined by Seller to be defective under the terms of the foregoing warranty, the cost of repair or replacement (if any) of such products, and the risk of loss or damage while such products are in Seller's possession at its place of business. The foregoing remedy shall constitute the sale and exclusive remedy of the Buyer under or in connection with this sale and/or warranty of the Seller. Except as specifically provided herein, Seller shall not be responsible or liable for any costs, expenses or damages of Buyer in connection with any removal, repair or replacement (including any attempts or actions relating thereto) of any allegedly defective products, and no charge or setoff of any kind of Buyer relating thereto shall be made against the Seller without prior and specific written approval of Seller.

In no event shall Seller be responsible or liable for any special, indirect, incidental or consequential damages arising in any way in connection with any products or this sale.

The agreement of Seller to sell its products is expressly conditioned upon the Buyer's assent to, and Seller agrees to sell its products only upon, all terms and conditions set forth in the Seller's Terms and Conditions of Sales. Failure to comply with terms will void warranty. Buyer's acceptance of any products provided under this sale constitutes such assent.

