

## **WARRANTY**

Beric-Davis Companies International, Ltd. warrants, to its initial purchaser only, that its products delivered to this initial purchaser will be of the kind described in the order or price list and will be free of defects in material or workmanship for a period of 18 months. The warranty period begins on the date of installation or 24 months from the date of delivery to our initial purchaser/Distributor, whichever shall occur first. Verification of the end users installation date or the delivery date to the initial purchaser/Distributor is required for warranty consideration.

Should any failure to conform to this warranty appear within the time frame specified, Beric-Davis Companies International, Ltd. will, upon written notification thereof and substantiation that the goods have been stored, installed, maintained, utilized and operated in accordance with Beric-Davis Companies International, Ltd.'s written recommendations as recited in its Installation, Operation, and Maintenance Manuals, correct such defects by suitable repair or replacement, whichever is appropriate in Beric-Davis Companies International, Ltd.'s opinion, and at Beric-Davis Companies International, Ltd.'s own expense.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. THERE ARE NO OTHER ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS REGARDING THE PRODUCTS, AS ALL UNDERSTANDING AND AGREEMENTS BETWEEN BERIC DAVIS COMPANIES INTERNATIONAL, LTD. AND YOU, OUR INITIAL PURCHASER, REGARDING WARRANTY OF THE PRODUCTS ARE INCORPORATED HEREIN.

Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Beric-Davis Companies International, Ltd. to our initial purchaser, with respect to the goods, whether based on contract, negligence, strict tort or otherwise. It is the intention of Beric-Davis Companies International, Ltd. that no warranty of any kind, whether expressed or implied, shall pass through our initial purchaser to any other person or corporation.

LIMITATION OF LIABILITY: BERIC-DAVIS COMPANIES INTERNATIONAL, Ltd. SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR TO LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN, ARE EXCLUSIVE, AND THE LIABILITY OF BERIC-DAVIS COMPANIES INTERNATIONAL, LTD. WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

