

# NUVACOR CORPORATION

## LIMITATION OF WARRANTY

### Limited Warranty:

Seller warrants that the products sold hereunder shall be merchantable quality and shall conform in all material respects to Seller's standard specifications. Buyer assumes all risk as to the results of the use of the products purchased, whether used singly or in combination with other materials in any process.

### Limitations of Claims:

At Seller's option, Seller will replace, without additional charge, products which do not comply with the warranty or, upon return of the products at Seller's expense, refund the purchase price.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, BASED ON ANY COURSE OF DEALING OR USAGE OF TRADE OR OF FITNESS FOR PARTICULAR USE OR OTHERWISE OTHER THAN THAT STATED HEREIN. SELLER'S LIABILITY FOR ANY LOSS OR CLAIM WHATSOEVER, INCLUDING A CLAIM FOR BREACH OF THE WARRANTY OF MERCHANTABILITY, SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO REPLACEMENT OF DEFECTIVE OR NON-CONFORMING PRODUCTS OR, AT THE ELECTION OF SELLER, TO RETURN OF THE PRODUCTS AND REPAYMENT OF THE PURCHASE PRICE IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER ACTUAL DAMAGE OR AND SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES.

Any course of dealings between the parties to the contrary notwithstanding. Buyer is responsible for inspection of the product upon receipt and prior to any cutting or fabrication. Any claim by Buyer for breach of warranty shall be deemed waived to the extent it could have been determined by sub-inspection, unless presented in writing to the Seller with ten (10) days from the date of receipt of the products to which such claim relates. In all events, claims not made within two months after receipt are deemed waived.

Some products are shipped with a protective film to protect product during transit and storage. Such products must be inspected for defects prior to cutting or fabrication. Surface must then be protected during cutting and fabrication. Failure to remove the protective film to inspect for defects prior to cutting or fabrication is at Buyer's risk.

Seller shall have no liability for defects or other failures caused to fabricate, install upkeep or maintain the products in accordance with NUVACOR's instructions or damage to protect occurrence after shipment to the initial purchaser.

Buyer assumes all risk and liability for loss, damage or injury to the person or property of Buyers or others arising out of use or possession of any products sold hereunder. Any questions concerning this warranty or requests for service should be mailed to NUVACOR Corporation.