

Statement of Limited Warranty

Terracon Corporation (Seller) warrants equipment of its manufacture and bearing its identification to be free from defects in workmanship and material for a period of one year from date of delivery. This warranty is for equipment shipped from our factory and used under normal conditions and service, as disclosed by the Buyer to Seller in the process of acquiring the equipment. Seller does not warrant the equipment against damage from unusual environmental or application details that Buyer did not disclose to Seller previously. Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to conform to published specifications. The Buyer shall promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim. Seller shall review the Warranty claim and provide Buyer with service data and/or a Return Material Authorization (RMA), which may include biohazard decontamination procedures and other product-specific handling instructions. If directed by Seller Buyer may return the defective Products to Seller with all costs prepaid by Buyer. The Seller may elect to use new or refurbished parts. All returned parts shall become the property of Seller. Sellers shipment of Products subject to warranty shall be shipped DAP Sellers facility. Upon repair or replacement by the Seller of the Products the warranty period shall be the original warranty period or 30 days, whichever is longer. Products supplied by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. Consumables are expressly excluded from this warranty.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products. If Seller determines that Products for which Buyer has requested warranty services are not covered by the



warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller at Seller's then prevailing time and materials rates. Any tampering with the Products or any use of replacement parts not supplied by the seller shall void all warranties and the obligation to repair or replace the defective product shall be at the sole remedy of the Buyer. Unless expressly provided in this warranty statement seller disclaims all other warranties, weather express or implied. Seller does not warranty that the products are free from errors.

This Warranty is the exclusive remedy of the Buyer for any damages or losses relating to the purchase of use of the Products. Under no circumstances shall Terracon Corporation be liable to buyer, or any third party, for any loss of profits or other direct or indirect costs, expenses, losses, or consequential damages arising out of, or as a result of, any defects in or failure of its products or any part or parts thereof.

This warranty is included by reference in any quotation or order acknowledgement provided by Terracon Corporation. Entry of your purchase order is deemed an acceptance of the terms and details contained herein.