

Nabertherm, Inc. LIMITED WARRANTY

All product sold by the Company except as provided below is warranted by the Company for the period of twelve (12) months. Products in the Company's "Arts and Crafts" catalog and used exclusively to produce products that are sculptural objects or functional artworks are warranted by the Company for a period of thirty-six (36) months. Furthermore, on the F, GF and MF series of furnaces used exclusively to produce works of art or craft, the heating elements, which are normally excluded from this warranty, shall be warranted for a period of thirty-six (36) months.

This period will commence upon date of shipment or invoicing whichever occurs first, to be free from any defects in material and workmanship disclosed under normal use and service, provided such goods have been properly installed, maintained and operated in accordance with the Company's specifications for such product. If the Buyer, within such period, notifies the Company in writing of any claimed defect in any product delivered by the Company and such product is found by the Company after appropriate test and inspection not to be in conformity with this warranty, the Company will at its option and expense either repair the same or provide a replacement for installation at the Buyer's expense. **Such replacement or repair shall be the sole and exclusive remedy available to the Buyer.**

With respect to services performed, if any, the Company's sole liability for any defect therein shall be to perform again at the Company's expense, such services, which shall be the sole and exclusive remedy available to the Buyer.

EXCEPT AS AFORESAID, THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER INSTALLATION OR USE OF ANY OF THE PRODUCT REFERRED TO HEREIN OR ANY WARRANTY AS TO THE ABSENCE OF LATENT DEFECTS, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT, AND LIABILITY FOR ANY WARRANTY MADE HEREIN SHALL IN NO EVENT EXCEED THE COST OF CORRECTING DEFECTS IN THE PRODUCT SOLD OR, AT THE COMPANY'S OPTION, OF REPLACING SAME WITH NONDEFECTIVE PRODUCT. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOREGOING WARRANTY DOES NOT COVER, AND NO WARRANTY IS MADE WITH RESPECT TO:

- A. Failure or defect not reported within the warranty period above specified.
- B. Failures or damage due to negligence (other than that of the Company), accident, abuse, improper installation (other than installation made by the Company), improper operation or abnormal conditions of temperature, moisture, dirt or corrosion.
- C. Product, which has been tampered with, repaired or altered by anyone other than an authorized representative of the Company.
- D. Product damaged in shipment or otherwise without the fault of the Company.
- E. Expense incurred by the Buyer in an attempt to correct or repair any alleged defect, unless approved by the Company in writing.
- F. Components and other materials purchased by the Company from other manufactures and resold to Buyer either in the form acquired by the Company or in assembly with other components and materials. As an accommodation to the Buyer, the Company will, upon request of the Buyer, assign to the Buyer any rights it may have arising out of warranties given by any manufacturer of such components, materials or standard equipment purchased by the Company and so resold to the Buyer.
- G. Any product manufactured by the Company in response to the Buyer specifications therefore which go beyond the existing state of the art. The Company assumes no liability for any failure of such product so to meet such specifications.
- H. Failure or defects attributable to design or specifications requested by the Buyer.
- I. Specifications and dimensions shown in this quotation, proposal or order confirmation which are approximate and are subject to minor devaluations or tolerance in accordance with industry standard.
- J. Such components, which by their nature in normal usage of the product in accordance with the Company's specifications therefore, have a life expectancy shorter than the warranty period, and are referred to as "consumables" which include thermocouples, heating elements, gloves, seals, o-rings, sight glasses, and pump fluids.
- K. The Company's scope of supply includes only the products sold by the Company and describes specifically herein. Any additional safety procedures and/or equipment that may be required or recommended by federal, state, or local codes, your insurance policies or for your intended use is not included within this warranty. You are responsible for providing any and all such additional procedures and equipment as necessary.

Any representation or warranty beyond that expressly contained herein, whether made prior to or subsequent to the date hereof, are not authorized by the Company and shall have no force or effect and shall not be binding upon the Company.