

LIMITED WARRANTY OF ORFIT® INDUSTRIES AMERICA

- 1.1 Orfit® Industries America makes an express, limited warranty to Purchaser that each item of Product will be free under normal use and service of material defects in workmanship and for the "Warranty Period". The "Warranty Period" takes effect on the date that the particular item of Product is shipped to Purchaser. The "Warranty Period" may differ for certain product groups. The "Warranty Period" per product group is indicated below.

THIS LIMITED WARRANTY IS ORFIT® INDUSTRIES AMERICA'S ONLY WARRANTY TO PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. ORFIT® INDUSTRIES AMERICA HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES WHICH ARE OR MAY BE IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR SPECIFIED USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORFIT® INDUSTRIES AMERICA SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ALL LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY PURCHASER OR ANY OTHER PERSON, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY (i) FOR LOST REVENUES AND PROFITS, LOSS OF USE, COMMERCIAL LOSS, (ii) FOR INJURY TO OR DEATH OF ANY PERSONS OR OTHERWISE AND (iii) LIABILITY WHICH THE PURCHASER HAS TO ANY OTHER PERSON, IRRESPECTIVE OF WHETHER SUCH LIABILITIES WOULD OTHERWISE ARISE FROM STATUTE, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF ORFIT® INDUSTRIES AMERICA OR ITS EMPLOYEES. ALL RIGHTS GRANTED TO PURCHASER UNDER THIS LIMITED WARRANTY ARE CONDITIONED UPON AND SHALL ONLY ARISE IF THEY ARE EXERCISED IN THE MANNER DESCRIBED IN THE FOLLOWING SECTION, AND ARE LIMITED TO THE ONE, SOLE AND EXCLUSIVE REMEDY OF REPAIR OR REPLACEMENT SPECIFIED IN THE FOLLOWING SECTION.

- 1.2 For a warranty claim to be valid, Purchaser must give reasonable written notice of the defect, and of the lot number of the product in which the defect occurs, within thirty (30) days of Purchaser's discovery of the defect, but in no event later than the last day of the Warranty Period. On receipt of any such written notice, Orfit® Industries America will, as soon as reasonably practicable, cause to be repaired (or, at the sole option of Orfit® Industries America, have replaced) the defect(s) identified by the notice.

ORFIT® INDUSTRIES AMERICA' SOLE RESPONSIBILITY IS TO REPAIR OR REPLACE SUCH DEFECTIVE ITEMS OF WHICH ORFIT® INDUSTRIES AMERICA SHALL HAVE RECEIVED TIMELY AND PROPER NOTICE AS PROVIDED HEREIN. ALL REPAIRS PERFORMED BY ORFIT® INDUSTRIES AMERICA AND ALL REPLACEMENT OF PARTS BY ORFIT® INDUSTRIES AMERICA SHALL BE SUBJECT TO THE SAME LIMITED WARRANTY PROVIDED HEREIN AND THE SAME DISCLAIMERS OF OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR SPECIFIED USE AND THE DISCLAIMER OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY DOES NOT COVER:

- 1.2.1 Failure or damage arising from ordinary wear and tear, overloading, wind, fire, storm, earthquake, flood, hurricane, tornado, tsunami or other acts of God or nature, Purchaser or operator abuse or neglect, misuse, accident or mishap;
 - 1.2.2 Failure or damage arising from work, repairs or alterations performed by others than Orfit[®] Industries America; and/or
 - 1.2.3 Parts or accessories manufactured by persons other than Orfit[®] Industries America and warranted by such persons.
 - 1.2.4 Failure or damage arising from transportation of items.
 - 1.2.5 Failure or damage arising from improper storage of items.
- 1.3 Any repairs on any item of Product performed or replacement of any parts or components of any item of Product by any person or entity other than Orfit[®] Industries America without the prior written consent of Orfit[®] Industries America will void the limited warranty provided hereby with respect to the part or component of any item of Product so repaired or replaced and any other part or component related thereto.
- 1.4 Purchaser acknowledges and agrees, and represents and warrants to Orfit[®] Industries America, that each item of Product is not consumer goods or consumer products, is not going to be used for personal, family or household purposes, and is intended for exclusive commercial, and not consumer, use. Purchaser further acknowledges and agrees, and further represents and warrants to Orfit[®] Industries America, that before entering into this Agreement, it consulted with independent counsel of its choice to consider the extent of its rights and remedies under the terms of this Agreement, including this limited warranty, and has received legal advice as to what limitations or exclusions apply. Purchaser acknowledges and agrees that Orfit[®] Industries America is specifically relying upon these representations and warranties in entering into this Agreement and that Orfit[®] Industries America would not have entered into this Agreement, if Purchaser had not given these representations and warranties.
- 1.5 In the event of a return of goods under warranty, this will be organized by Orfit[®] Industries America at its expense. No goods may be returned without the express approval of Orfit[®] Industries America.
- 1.6 In the event of a replacement of goods under warranty by repaired or new goods, such goods will be shipped with the first upcoming shipment to Purchaser, unless otherwise agreed.
- 1.7 Warranty Period: 2 years.