

Warranty Statement

LIMITED WARRANTY

Limited Warranty: Seller warrants to Buyer that its Products will be free from material defects in workmanship and materials under normal use and service for a period of twelve (12) months from the date of Seller's delivery of Products to the Facility (the "Warranty Period").

LIMITATIONS ON WARRANTY: In addition to "Buyer's Obligations" below, the following limitations apply to this warranty. This limited warranty is nontransferable and extends only to the original purchaser acquiring the product directly from Seller. There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, storage or maintenance.

Remedy and LIMITATIONS ON REMEDY: Seller's sole and exclusive obligation under this warranty (and Buyer's sole and exclusive remedy) shall be, upon prompt written notice by Buyer during the Warranty Period of any breach, to either, at Seller's option, repair or replace without charge, F.O.B. Seller's Facility, any Product or part thereof found by Seller in its reasonable judgment to be covered by this warranty. Notice of any warranty claim or request for warranty service should be sent to Seller at the following address: 622 North Water Street, Suite 406, Milwaukee, WI 53202, Attn: Christopher Foley. **SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIES, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE.** Any assistance Seller provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. Seller will not reimburse Buyer for any expenses incurred by Buyer in repairing or replacing any Products outside the terms of this limited warranty, except for those incurred with the prior written permission of an authorized representative of Seller.

LIMITATION ON DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER BY BUYER FOR THAT PRODUCT. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

DISCLAIMER OF OTHER WARRANTIES

SELLER AND BUYER AGREE THAT THE EXPRESS WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES.