

LIMITED WARRANTY AND LIMITATION OF LIABILITY

Mann Flow Controls, Inc ("MFC") warrants the products it manufactures and/or remanufactures and the services it performs to be free from defects in materials and workmanship which materially and adversely impact performance or safety under normal use and services for a period of:

- One year after initial installation, or 18 months from invoice date for manufactured or remanufactured products, whichever comes first;
- One year after the date services are provided (the "Work") as described in a MFC service ticket or services invoice.

Products found to be defective will be repaired or replaced, at MFC option, in a timely fashion at no charge to the customer for such repair or replacement by MFC.

MFC will not be responsible for product damage caused by the process service conditions or damage caused by customer misapplication or improper maintenance. MFC also shall not be responsible for normal wear and tear.

MFC warrants that the services when performed will be of good quality, will be free from defects in material and workmanship, shall have been properly performed in accordance with applicable industry standards and, and shall be in accordance with any written specifications which were provided by the customer to MFC and accepted by MFC prior to the commencement of the Work. If customer notifies MFC within 12 months after the date of service that it has discovered that any portion of the Work does not conform to the foregoing warranty MFC shall, at its option:

- promptly repair any such non-conforming work, or
- promptly replace any such non-conforming work, or
- provide customer with a refund or any equitable portion of the price paid for the work after an allowance for reasonable wear and tear.

The performance by MFC of the repair or replacement Work or the equitable refund, described in the previous paragraph shall constitute customer's sole remedy for any defect in the Work. **MFC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

Buyer and MFC acknowledge that if any equipment is to be rebranded (remanufactured) by MFC, it is the equipment owner's sole responsibility to provide MFC with any product recall notices and/or engineering bulletins received from the original equipment manufacturer ("OEM") or aftermarket service provided for the life of the equipment. Any recall notices and/or engineering bulletins must be received by MFC prior to initiation of work.

If customer fails to properly operate and maintain the product in accordance with the instructions of MFC, or the original equipment supplier or manufacturer, as applicable, or if customer otherwise fails to adhere to applicable industry standards in operating and maintaining the product, customer's failure shall void the foregoing warranty.

In no event shall MFC or any of its respective affiliates be liable for direct, indirect, incidental, consequential or punitive damages arising out of, or connected with, any portion of the Work, including, but not limited to, loss of use, revenue, or anticipatory profit, or loss of production or facilities downtime.

The foregoing is the only obligation of MFC with respect to the Work and customer's exclusive remedy for breach of warranty, and is customer's exclusive remedy hereunder by way of breach of contract, tort, strict liability or otherwise.

Any action or breach of this limited warranty or otherwise with respect to the Work must be commenced one (1) year after the cause of action has accrued.

THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA WITHOUT REGARD TO ANY PRINCIPLES OF TEXAS LAW WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Except for the duty to make payments hereunder when due, in no event shall MFC or customer be liable to the other for any delay, cost, damage or failure resulting from a Force Majeure Event. A "Force Majeure Event" includes: Acts of God, action of the elements, warlike action, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes, acts of public enemies, application of federal or state laws, or rules and regulations of any governmental authorities having jurisdiction in the premises; acute and unusual labor, material or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any or all of the above causes shall not be deemed a breach of or failure to perform under this Work order.

The termination of such Work order shall not cancel the Work, and customer shall thereupon pay MFC for work done prior to such termination at the rates specified in any Work order plus any cancellation, restocking, returns, transportation or other costs or fees incurred by MFC and any costs associated with the manufacture or ordering of specialty items which were ordered by MFC and which cannot be returned to the provider thereof.

EXPORT CONTROL COMPLIANCE

Buyer agrees that it will not ship or divert for use in any country or countries any of the products identified on the face of this document, in contravention of the laws and regulations of the United States Government and the departments and agencies thereof (including without limitation shipping any product to Cuba, Syria, Iran, Sudan or North Korea), or cause or permit such shipping or diversion without appropriate license or approval of the United States Government (including without limitation shipping any product to Cuba, Syria, Iran, Sudan or North Korea).

Confirming Signature _____

Date _____