

PLANT MAINTENANCE SERVICES

STANDARD WARRANTY

Plant Maintenance Services warrants products of its own manufacture against defect in material or workmanship under normal use and service for a period of eighteen (18) months from date of shipment or one (1) year from date of service, whichever comes first, within the Continental United States. This warranty is the sole warranty of Plant Maintenance Services and all other warranties expressly implied in law or fact, including warranties of merchantability and fitness for use, are hereby excluded. No employee of Plant Maintenance Services or its representatives has the authority to alter or enlarge the terms of this warranty.

Notice of an alleged defect must be provided to Plant Maintenance Services with all identifying detail within thirty (30) days of such discovery. Plant Maintenance Services' sole obligation shall be, at its option, to repair, replace or refund the purchase price of any component or part thereof that is proved defective as alleged. No allowances will be made for repairs or alterations effective without specific written authorization from Plant Maintenance Services. This warranty is void unless the purchaser provides protective storage and installs and maintains the equipment in accordance with published instructions.

If requested by Plant Maintenance Services, such product or part thereof must be promptly returned to the manufacturing facility prior to an attempted repair. Plant Maintenance Services accepts no responsibility for loss or damage in transit of goods, nor will any claim of warranty be considered unless such goods are received intact and undamaged as a result of shipment. Repair or replaced material returned to the Customer will be shipped F.O.B. to the manufacturer's factory. Credit will not be allowed, nor shipment accepted, on any part(s) or equipment returned without prior written approval being obtained. Under no circumstance shall Plant Maintenance Services have any liability for liquidated damages, collateral, consequential or special damages, loss of profits or actual losses or for loss of production or progress of construction whether resulting from delivery or performance, breach of warranty, negligent this order, whether for breach of contract or warranty, negligence or otherwise, shall in no event exceed the amount of the purchase order with Plant Maintenance Services.

Plant Maintenance Services will warrant the repaired or replaced parts against defects in materials or workmanship under normal use and service for a period of ninety (90) days or for the remainder of the warranty on the product being repaired. This warranty applies to the repaired part and is not extended to the product or any other component of the product being repaired. Plant Maintenance Services reserves the right to substitute new equipment and/or services performed by Plant Maintenance Services and those not adjusted as being covered by this warranty, will be charged in accordance with the current equipment and service prices.

Under the terms of this warranty, Plant Maintenance Services shall not be responsible or liable for:

- A. Consequential, collateral or special losses or damages.
- B. Equipment conditions caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of said equipment.
- C. Labor charges, loss or damage resulting from the supplying of defective part(s) or improper repairs by unauthorized persons(s).
- D. Damage caused by abrasive materials, unauthorized chemicals, scale deposits, corrosion, lightning, improper voltage or mishandling.

Compliance with the various federal, state and local laws concerning occupational health and safety as related to the installation, use, operation and other matters beyond the control of Plant Maintenance Services shall fall to the purchaser for compliance to such laws, regulations or other, whether by way of indemnity, warranty or otherwise.