

The following warranty is extended to purchaser on new products manufactured by Barber-Nichols, Inc. (Seller):

The Seller warrants all components and materials of its manufacture against defects in workmanship and material for 12 months from date of equipment start-up, not to exceed 18 months from date of delivery to the Buyer. The Seller will repair or replace such components or materials as Seller finds defective (domestic shipments are F.O.B. Arvada, Colorado as defined by section § 2-319 of the Uniform Commercial Code and international shipments are EXW Arvada, Colorado as defined by ICC Incoterms 2000).

This warranty is limited to the repair or replacement of defective components or materials, subject to the conditions stated herein and to products returned to Seller's facility, freight prepaid. This warranty does not cover the cost of labor to remove or reinstall Seller's product from or into any other product into which it has been incorporated or made a part of.

The Seller shall not be responsible for any consequential or incidental damages incurred as a result of any defect in components or materials or loss arising from any cause by reason of the operation or failure of the operation of the Seller's product.

No claim shall be made pursuant to this warranty until the full price of the shipment of which any unit or units with defective components or materials is a part has been paid.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE SELLER'S PRODUCT AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

THIS WARRANTY IS VOID IF:

1. SELLER'S PRODUCT HAS BEEN DAMAGED BY FREEZING, FIRE OR ANY OTHER CONDITIONS NOT ENCOUNTERED IN ORDINARY USE.
2. SELLER'S PRODUCT IS NOT INSTALLED, OPERATED, MAINTAINED OR SERVICED IN ACCORDANCE WITH SELLER'S SPECIFICATION.
3. SELLER'S PRODUCT IS DAMAGED DUE TO DIRT, AIR, MOISTURE OR OTHER FOREIGN MATTER ENTERING THE PRODUCT.
4. SELLER'S PRODUCT IS DAMAGED DUE TO IMPROPER HANDLING, IMPROPER STORAGE OR FAILURE BY BUYER OR ITS CUSTOMER TO USE REASONABLE CARE TO PROTECT THE PRODUCT DURING THE WARRANTY PERIOD.