



A WILSONART COMPANY

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2. **LIMITED WARRANTY, DISCLAIMER OF WARRANTIES, AND LIMITATION OF LIABILITY.** Subject to any exclusions stated expressly in writing by Seller in its acceptance of a purchase order, Seller warrants Products of its manufacture to (a) conform at time of delivery to the applicable written specifications and drawings that were accepted by Durcon in writing and (b) be free from defects in material and workmanship for a period of one year from date of shipment.

**BUYER’S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT SELLER’S FACTORY. BUYER SHALL PAY ALL REMOVAL, TRANSPORTATION, AND INSTALLATION COSTS INCURRED IN EFFECTING PERFORMANCE OF THIS WARRANTY, AND SELLER SHALL BE RESPONSIBLE ONLY FOR THE COST OF REPAIRING OR REPLACING DEFECTIVE PRODUCT AT ITS FACTORY.**

**SELLER’S LIMITED WARRANTY (IF APPLICABLE) IS MADE EXPRESSLY IN LIEU OF (A) ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED OR ARISING BY PREVIOUS COURSE OF DEALING OR USAGE OF TRADE) INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT INCLUDING PRODUCT LIABILITY BASED UPON STRICT LIABILITY OR ACTUAL OR IMPUTED NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THE WARRANTY ARE EXCLUSIVE IN CONNECTION WITH THE SALE AND/OR USE OF THE PRODUCT BY BUYER, AND THE EXPRESS WARRANTY PROVIDED THEREIN (IF APPLICABLE) IS IN LIEU OF ALL LIABILITIES AND OBLIGATION OF SELLER TO ANY THIRD PARTIES FOR DAMAGES OF ANY TYPE INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COMMERCIAL LOSS, OR ANY OTHER LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE, NONPERFORMANCE OR REPLACEMENT OF THE PRODUCT MANUFACTURED OR SERVICED BY SELLER.**

3. **CLAIMS AND DAMAGES.** In no event shall Seller be liable for any special, indirect, consequential or coincidental damages of any kind whatsoever, whether growing out of the use, inability to use, failure of, defects in the condition of, delay of delivery, non-delivery, or otherwise of, the Products covered hereby.

4. **INSPECTION ACCEPTANCE AND CLAIMS.** Buyer shall inspect all Products upon receipt and such Products shall be deemed accepted by Buyer unless written notice of rejection is received by Seller within fifteen (15) days after Buyer’s receipt of shipment. All Claims by Buyer for non-conforming goods (other than breach of warranty)

must be made in writing to Seller within fifteen (15) days after receipt of shipment or such claims shall be waived and forever barred. Seller will replace or repair, at Seller's option, any goods not conforming to the Product description only if Buyer notifies Seller as stated above and only if such nonconforming goods are returned, sold or otherwise disposed of in accordance with Seller's written instructions. The Buyer's right to reject nonconforming Products as limited herein and Seller's obligation to replace nonconforming Products are exclusive of all other remedies provided to Buyer by law. Under no circumstances will Seller be responsible for the cost of removal of any nonconforming goods or the cost of installation of any replacement goods.

5. REFUNDS AND CANCELLATION. Buyer may not cancel an accepted order and Buyer cannot return Products to Seller for credit or refund without prior written approval from an authorized representative of Seller.

6. DEFAULT BY BUYER. Buyer agrees to pay all costs incurred by Seller including reasonable attorney's fees and expenses and court costs to collect any sum owed to Seller or to enforce any of Buyer's obligations created hereunder.

7. EXCLUSIVE TERMS & CONDITIONS. These terms and conditions shall supersede and prevail over any terms or conditions found in any purchase order, memorandum or other similar document issued by Buyer in connection with purchase of Durcon Products, and any conflict or inconsistent terms thereof shall be of no force and effect with respect to the sale of Durcon Products. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS, AND BUYER'S ACCEPTANCE OF ANY DELIVERY OF PRODUCTS SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS & CONDITIONS. No modification or amendment of these terms and conditions or of any purchase/sale agreement shall be binding upon Seller unless specifically agreed in writing signed by an authorized representative of Seller.

8. APPLICABLE LAW. The rights and duties to any sale of Durcon Products of the parties shall be governed by the laws of the State of Texas, U.S.A.