

General Terms & Conditions of Sale (Con't)

8. Warranty

8.1. All of the Company's Products are guaranteed against defects resulting from faulty workmanship or materials. The Company will replace, free of charge, including shipping charges for the replacement Products, any Products which are found to be defective in workmanship or material, provided that the following conditions are met:

- a) the Company is promptly notified in writing of such defect immediately upon discovery of same, and the defective Product is promptly returned to the Company;
- b) the defect is not due, without limitation, to faulty installation, misalignment of Products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking, or fouling; and
- c) the Products have not been altered or modified after leaving the Company's premises.

The warranty period can be specifically limited for certain Products as stated in writing in the Company's literature.

8.2. The Company will not allow claims for labor, materials and/or other expenses required to replace the defective Product, or to repair any damage resulting from the use thereof. The Company disclaims any responsibility for the Purchaser's calculations, product drawings or engineering design specifications. The Company's liability is limited to the purchase price applicable to the product.

8.3. It is agreed and understood that the Company's liability in respect to the sale is strictly limited to the replacement of Products as hereinbefore specified and that the Company shall not, in any event, be liable for any damages whether for the loss of use or business interruption or any other claim for incidental, consequential, special or punitive damages. There is no warranty, condition or representation of any nature whatsoever, expressed or implied, by statute or otherwise, except as herein contained, and the Company disclaims any implied warranties of merchantability and/or fitness of its Products for a special purpose.

9. Limitation of Liability

The Company reserves the right to make changes or improvements to its Products without assuming any further obligation. The Company disclaims any responsibility regarding the accuracy of any plans, drawings or specifications furnished to the Purchaser as part of the sale of any of its Products. The Company's Products shall be used or tested in applications or under conditions that are in accordance with the technical information or literature available from the Company.

10. Patent Rights

If any claim is made against the Purchaser based on the allegation that any of the Products manufactured by the Company constitute an infringement of any U.S. or Canadian patent, the Purchaser shall notify the Company immediately. The Company shall have the right, at its own option and expenses, to take any actions to protect and defend its rights.

11. Force Majeure

The Company shall in no event be responsible or liable for any non-performance or delay in performance hereunder or any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by the Purchaser, subsequent purchasers, ultimate users of the goods or any other person, as a result of any causes beyond the reasonable control of the Company including, without limitation, price alterations, delay in shipments, strikes, lock-outs, fires, floods, civil commotion, riots, wars, acts of God, embargos, labor shortages, walk-outs, work slowdowns, accidents, breakdowns, delays in manufacture, transportation or delivery of goods or materials, shortages of materials or supplies, government acts or regulations or licensing action.

12. Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of the state of New York, and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the state of New York.

13. Non-waiver

No delay, failure, change or waiver by the Company to exercise any one or more of these terms and conditions of sale shall be construed or shall operate to be a waiver thereof or a continuing waiver of such terms and conditions.