



LIMITED WARRANTY

THE FOLLOWING IS MADE IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY OBLIGATION ON THE PART OF SUPPLIER.

Supplier, except as otherwise hereinafter provided, warrants the Products against faulty workmanship or the use of defective materials, and that such Products will conform to the written requirements and specifications set forth in this Agreement and its Annexes for the period set forth below. This limited warranty applies to manufacturing defects, whether material or labor, provided the Product is used for the purposes for which it was designed and recommended, and has been properly installed by qualified personnel for this purpose. In no case, whether as a result of breach of warranty, or tort (including negligence or strict liability) shall Supplier be liable for any injury, loss, or damage, whether direct or consequential.

Supplier's limited warranty shall be for twelve (12) months from the delivery date of the product (Warranty period).

If any Product furnished by Supplier fails to conform to Supplier's exclusive limited warranty, Supplier's sole liability shall be (at Supplier's option) to repair, replace, or credit Purchaser's account for any such Products which are returned by Purchaser during the Warranty Period, provided that: (i) Supplier is promptly notified in writing upon discovery by Purchaser that the Product failed with a detailed explanation of any alleged deficiencies, (ii) any requests for return must be authorized by the Sales Department of ITI Hydraulik (Les Industries Tournebo Inc.) and following a written permission, a return date is established; (iii) Purchaser will be responsible for shipping the Product to ITI's facility via the same method Purchaser originally received it; and (iv) Supplier's examination of such Products shall disclose to Supplier's neglect, alteration, improper installation, or unauthorized repair. If any Product is non-conforming, Supplier shall reimburse Purchaser for such Product. If Supplier elects to repair or replace such Product, Supplier shall have a reasonable time to make such repair or replacement.

Claims for damages, loss of time for changes or adjustments not approved by Supplier, interrupted maintenance, vandalism, or improperly handled transport shall not apply. From the date of delivery, Purchaser will assume all liability and

cost in relation to any injury, illness, death, damage, or destruction of the property resulting from the use of the equipment sold by Supplier.

Should Supplier refuse or fail to fulfill its warranty obligations, Purchaser shall have the right to have repair or replacement of the Product carried out at Supplier's expense. However, Purchaser must provide Supplier with written notice of any alleged failure to comply with warranty obligations and Supplier shall have thirty (30) days to cure.

Free advice and technical assistance are provided by Supplier and are intended for experienced professionals with knowledge and skill in this area who will use the advice at their own risk; Supplier assumes no liability for damages cause during use by the Purchaser.

THIS IS THE SUPPLIER'S ONLY LIABILITY AND PRUCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER ARISING IN TORT OR CONTRACT, AND IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.