



REMEE LIMITED PRODUCT WARRANTY

The following warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, but not by way of limitation, any warranty or merchantability or fitness for any particular purpose. Remeewarrants that all Products are, at the time of shipment to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (1) any Product which has been repaired or altered, by Buyer, its agents or employees, or any third party not under control of Remeew, in such a way, in Remeew's judgment, as to affect the Product adversely.
- (2) any Product which has, in Remeew's judgment, been subjected to negligence, accident or improper storage or transport by Buyer, its agents or employees, or third party not under control of Remeew.
- (3) any Product which has not been installed, operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Remeew Products Corporation.

WAIVER OF DEFECTS BY RETENTION.

Upon discovery of a defect, the Buyer shall notify Remeew in writing within 30 days following its discovery for the defect, any claim that Buyer may have with respect to any Products delivered hereunder, and failure to give such notice within the specified time shall constitute trial and unqualified acceptance and waiver of all claims and warranties with respect to the Products.

EXCEPT FOR THE LIMITED PRODUCT WARRANTY PROVIDED HEREIN, REMEE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL REMEE BE LIABLE (UNDER THIS OR ANY OTHER DOCUMENT) FOR ANY OTHER DAMAGES, INCLUDING LIABILITY OR CLAIMS FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF REMEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL REMEE HAVE ANY LIABILITY TO BUYER OR THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING ANY LIABILITY FOR PENALTIES OR LIQUIDATED DAMAGES WHETHER SUCH CLAIM IS BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. REMEE SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY BUYER OR ANY THIRD PARTY FOR REMOVAL OF THE PRODUCT AFTER INSTALLATION OR THE INSTALLATION OF ANY REPLACEMENT PRODUCT WHETHER PROVIDED BY REMEE OR ANOTHER THIRD PARTY.

LIMITATION OF DAMAGES.

Upon receipt of notice from Buyer of non-conforming Products, Remeew may inspect such Products at Buyer's location, installation or require that they be returned to New York F.O.B. Company's Corporate Headquarters & Manufacturing location. At its option, Remeew Products Corporation shall repair, replace, or refund the purchase price of any non-conforming Products for a period of 12 months from the date of shipment of the products to Buyer, and such obligations shall be the full extent of Remeew's liability for breach of warranty. Remeew's liability with respect to any material not of Remeew's manufacture shall be limited to the liability assumed by the vender(s) of such material. Repairs to, alterations of, or work done on Products warranted by Remeew, but without Remeew's prior written authorization shall void Remeew's warranty on the Product.

The Buyer consents that the exclusive venue of any legal action which in any way concerns the Products will be the Supreme Court, Orange County, New York. The parties further agree that all disputes are governed by New York Law, and must be commenced within 12 months of the date of shipment of the Products to Buyer. Moreover, if Remeew brings a claim or counterclaim against Buyer, Buyer agrees that Remeew may recover from the Buyer all reasonable cost and attorney's fees.

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