

WARRANTY INFORMATION

Metal Forms Corporation warrants, solely to the original purchaser, its products to be free on the date of delivery from defects in material and workmanship. Metal Forms Corporation's obligation under this warranty is conditioned upon Metal Forms Corporation receiving notice of the defect within ten (10) days of discovery, and shall be limited to repairing or replacing, at its option, at its factory, any part or parts, which shall be returned to it with transportation charges prepaid, and which its examination shall disclose, to its satisfaction, to have been thus defective: PROVIDED that this limited warranty shall be effective only if such part or parts shall be so returned to Metal Forms Corporation not later than ninety (90) days after initial delivery of the products to the original purchaser. Metal Forms Corporation neither assumes or authorizes any other person or entity to assume for Metal Forms Corporation any other liability in connection with the sale of the products. No waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing, and signed by an executive officer of Metal Forms Corporation.

This warranty shall not apply in the event the products shall have been repaired or altered outside of Metal Forms Corporation, or if the products have been subject to abuse, misuse, negligence, or accident.

THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART. BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES THAT WILL EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, UNLESS IN WRITING AND SIGNED BY BOTH SELLER AND PURCHASER.

The Buyer acknowledges that (s)he is not relying on Metal Forms Corporation's skill or judgment to select or furnish machines or equipment suitable for any particular purpose.

METAL FORMS CORPORATION MAKES NO WARRANTIES OR REPRESENTATIONS AND ASSUMES NO RESPONSIBILITIES IN RESPECT TO PARTS OR COMPONENTS NOT MANUFACTURED BY METAL FORMS CORPORATION.

NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE STATUTE, THE REMEDIES AVAILABLE TO THE BUYER AS SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE REMEDIES, AND ALL OTHER REMEDIES, STATUTORY OR OTHERWISE, ARE HEREBY EXPRESSLY WAIVED BY THE BUYER. METAL FORMS CORPORATION SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS WARRANTY OR BREACH THEREOF.