

LIMITED WARRANTY

1. WARRANTY. Cincinnati Heat Exchangers, Inc. warrants that the product will be of the kind and quality described in the specifications, and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within a period of one year from the date of original installation or eighteen months from date of shipment to the purchaser, whichever comes first. Cincinnati Heat Exchangers, Inc. shall, upon prompt written notification thereof correct such non-conformity at its option, by repair or replacement F.O.B. factory, of the defective part or parts.

In no event shall Cincinnati Heat Exchangers, Inc. be responsible for providing working access to the defect, the removal, disassembly, replacement or reinstallation of any product, materials or structures to the extent necessary to permit Cincinnati Heat Exchangers, Inc. to perform its warranty obligations, or transportation costs to and from the factory. The conditions of any tests shall be mutually agreed upon and Cincinnati Heat Exchangers shall be notified of and may be present at all tests that may be made.

2. GENERAL WARRANTY. To validate a claim, Cincinnati Heat Exchangers, Inc. reserves the right to require that defective parts to be returned to the factory, transportation charges prepaid.

This warranty does not apply to products or parts damaged by accidents, abuse, improper installation, lack of proper maintenance, unauthorized alterations, misapplications, improper applications, fire flood, or acts of God.

Furnishing of parts as described above shall constitute fulfillment of all Cincinnati Heat Exchangers, Inc. obligations with respect to the warranty, and replacement parts will be warranted only for the expired portion of the original warranty.

Products supplied by Cincinnati Heat Exchangers, Inc., but manufactured by others, are warranted only to the extent of the manufacturer's warranty.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

The remedies provided above are the purchaser's sole remedies for any failure of Cincinnati Heat Exchangers, Inc. to comply with its obligations. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Cincinnati Heat Exchangers whether the claims of the purchaser are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the product furnished hereunder.

3. LIMITATION OF LIABILITY. Cincinnati Heat Exchangers, Inc., its contractors and suppliers shall not be liable in contract, in tort (including negligence and strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replaced power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever.

The remedies of the purchaser set forth herein are exclusive and the liability of Cincinnati Heat Exchangers, Inc., with respect to any contract, or anything done in connection therewith such as the performance of breach thereof, or from the manufacture, sale, delivery, resale, or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence and strict liability) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.