

Limited Warranty

Seller warrants that the goods hereunder are of the kind and quality quoted on and are free from defects in materials and workmanship. Seller will repair or replace at its option any goods or part thereof without charge in case of a defect, malfunction or failure to conform to this warranty within:

- (a) twelve (12) months after delivery for goods purchased from ACS Industries, Inc.;
- (b) the shorter of eighteen (18) months after delivery of goods or twelve (12) months after first commercial use for goods purchased from ACS Industries, LP.

After the applicable warranty period set forth above, all material, labor and expenses shall be for the account of Buyer. Seller will not accept any claims for labor cost incurred by Buyer in removing or reinstalling a good and/or part thereof. This warranty does not apply if the defect is due to failure to use the good for its intended purpose, the result of accident, abuse, misuse or unauthorized alteration, or because the good was not installed and maintained in accordance with instructions. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, AND SELLER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED EXCEPT AS HEREIN PROVIDED.