

Warranties and Remedies

4.1 Products are warranted, to the original Buyer for use, to be free of defects in material and workmanship within such tolerances as may be customary in the industry for a period of one (1) year from the date of shipment. 3SM, at its option, will repair or replace, or refund the purchase price of any Products which fail within the warranty period and are found upon examination by 3SM to be defective in material or workmanship, or both. This warranty does not cover failures attributable to improper use or maintenance, exceeding rated capacity, alteration, accident, normal wear of moving parts, or damages caused by shipment. Any components not manufactured by 3SM are excluded from this warranty. For warranty on such components, refer to applicable manufacturer's warranty. Buyer must give written notice to 3SM at the address shown below of any warranty claim within thirty (30) days after failure, and if so instructed, return to 3SM the Products to be replaced or repaired, with all transportation charges prepaid by Buyer. Buyer must obtain a return authorization number from 3SM prior to any return, and items returned without such return authorization number will be refused by 3SM. Replacement Products will be invoiced to Buyer, with credit issued for Products covered by this warranty and freight thereon. Removal and reinstallation of replacement Products shall be at Buyer's expense.

4.2 THE WARRANTY OF 3SM SET FORTH IN PARAGRAPH 4.1 IS EXCLUSIVE AND IS GIVEN BY 3SM AND ACCEPTED BY BUYER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY 3SM AND WAIVED BY BUYER. 3SM makes no warranties as to Buyer's ability to re-sell, use, obtain permits or licenses for any intended use of the Product.

4.3 EXCLUSIVE REMEDIES AND WAIVER: 3SM's sole liability to the Buyer for breach of the limited warranty contained in paragraph 4.1 and the Buyer's exclusive remedies for any such breach shall be the remedies set forth in paragraph 4.1. 3SM shall have no other liability to the Buyer in connection with the Product, whether claimed in contract, equity, tort (including negligence, gross negligence or strict liability) or otherwise, for or resulting from any Products provided or any errors or omissions. Buyer waives any and all claims relating to spoilage of Buyer supplied materials that may occur as part of 3SM's machine set up.