



ANDERSON WP, INC.

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WARRANTY

Seller: Anderson WP, Inc

All materials and equipment furnished by the Seller are guaranteed by the Seller to be free from defects in design, construction, workmanship and materials. Materials or equipment rejected by the Purchaser for failure to meet specifications or required quality of workmanship will be repaired or replaced at the Seller's option. The Warranty period is 12 months from start up or 18 months from date of shipment, whichever occurs first. The rejected items will be repaired or replaced free of charge. The purchaser is liable for all associated shipping cost.

When inspected, if found to be defective, Purchaser may at its sole option elect to have Seller perform its warranty obligation hereunder at the jobsite.

If Purchaser so elects, transportation for reasonably necessary personnel and equipment and travel time for such personnel shall be for the Purchaser's account and the total actual cost for repair or replacement of the defective equipment including the time charges for repairs and/or replacement shall be paid by the Seller except that any cost in excess of that which would be normally incurred if the work had been done at the Seller's plant shall be for the account of Purchaser.

ANDERSON WP,INC will not warrant any goods as fit for the use intended, or free from defect in design when such goods are manufactured in accordance with any plans or specifications provided by purchaser.

WITH THE EXCEPTION OF THE WARRANTIES SET FORTH ABOVE, THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NO WARRANTIES OF FITNESS FOR PURPOSE AND NO WARRANTIES WHICH EXTEND BEYOND THOSE CONTAINED HEREIN.

In no event, whether as a result of breach of contract or warranty or alleged negligence, shall the Seller be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs or claims of the Purchaser for such damages.