



## WARRANTY

1. **WARRANTY**-Kafka Conveyors and Equipment, herein called "Seller" warrants to the Purchaser title to the Product(s) on the date of delivery to Purchaser and, except as noted below with respect to items not of Seller's Manufacture, also warrants that the Product(s) on day of delivery to Purchaser will conform to the specifications set forth in the Contract Documents and be free of defects in workmanship and material.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE PRODUCT(S). FURTHER SELLER MAKES NO WARRANTIES AS TO PERFORMANCE OF PRODUCTION, NOR AS TO EXPENDABLE OR WEARING PARTS, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY SELLER. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Seller of any item of Product(s), Purchaser discovers that such item was not as warranted above and promptly notifies Seller in writing thereof, Seller shall remedy such nonconformance by, at Seller's option, adjustment or repair or replacement of the item and any affected part of the Product(s). Purchaser shall assume all responsibility and expense from removal, reinstallation and freight in connection with the foregoing remedies. That same obligations and conditions shall extend to replacement parts furnished by Seller hereunder. Seller shall have the right to determine the disposition of parts replaced by it under Seller's warranty, and Purchaser's entitlement to warranty remedies is contingent upon Purchaser's cooperation in returning replaced parts to Seller, if requested, at Seller's expense.

THE STATE PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER AND ITS SUPPLIERS RELATING TO THE PRODUCT(S). WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Seller and its suppliers shall have no obligation as to any Product, which had been improperly stored or handled, or which had not been operated or maintained according to Seller or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Sellers parts. Seller does not warrant that our guards will meet local codes. It is the responsibility of the end user to have them checked by a local inspector at the cost of the purchaser.

2. **PATENTS**-Seller shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Seller of any charge of such infringement and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. THIS PARAGRAPH SETS FORTH SELLER'S EXCLUSIVE LIABILITY WITH RESPECT TO PATENTS.

3. **LIMITATION OF LIABILITY**-NEITHER SELLER NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OF PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.