

LIMITED WARRANTY

Penn Machine Company, LLC. (Seller) hereby warrants to the original purchaser of its products, that for a period of one (1) year from the date of shipment from Seller, the products designed and manufactured by Seller (Products) will be free from defects in material and workmanship. Seller will replace or repair, at its option, all Products of its manufacture found to be defective in material and workmanship, without charge. This shall be Buyer's exclusive remedy for Seller's liability hereunder. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Products or parts not manufactured by Seller.

Upon prior written request to Seller, Seller may permit the one year warranty to be based on the commissioning date of the Product rather than the shipment date if Buyer's records validate this period. Seller shall provide for such an exception in writing to Buyer. If validation of commissioning is unavailable or not properly documented, the warranty will commence immediately at time of shipment from Seller.

The occurrence of any event described below shall void this warranty: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Products; (v) repairs or modifications made to all or part of the Products without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions. Seller will not be liable for any failure or damages caused by any of the foregoing acts or omissions, accidents or results thereof, improper maintenance or acts of God.

In the event of a warranty claim, Buyer shall notify Seller in writing of the same and permit Seller or its authorized representative to inspect such affected Products within a reasonable period after a claim is made. Seller will not accept the return of any Products without its prior written consent. Returns must be made in compliance with Seller's return policies and procedures then in effect.

Seller's liability to Buyer, or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of the Products or alleged to have resulted from actual loss or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Product or part thereof. In no case will Seller be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Products or their use or manufacture. **SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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