

ULTRA DYNAMICS, INC. WARRANTY

Unless otherwise provided in specific purchase orders, all Products sold hereunder are warranted to be free from defects in material and workmanship and to conform to any applicable and agreed specification, drawing, blueprint or sample for a period of twenty-four (24) months from date of shipment or eighteen (18) months from date of installation, whichever occurs first for non-commercial applications and eighteen (18) months from date of shipment or twelve (12) months from date of installation on commercial applications. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** For any breach of this warranty, Ultra Dynamics, Inc.'s (Ultra) sole obligation shall be to issue credit, or to repair or replace any Products or parts thereof which are proved to be other than as warranted. Ultra shall not be responsible for the cost of removing or replacing any of the Products from their installations. Ultra shall have the sole right to determine whether such Products or parts shall be repaired or replaced or whether credit shall be issued. In no event shall Ultra be liable for collateral or consequential damages. If Products are claimed to be other than as warranted, Ultra, upon notice promptly given, will either examine the Products at their site or issue shipping instructions for return to Ultra.

All requests for returns must be made in writing to your Ultra sales representative and include Product description, serial number (if applicable), quantity to be returned, original purchase order number, a new purchase order number to cover the returned goods authorization, original shipping date, reason for return and a return-to address. Written authorization for returns will be made by the Ultra sales office. Returns will not be accepted without prior written authorization which must include a returned goods authorization number. All shipping cartons must be clearly marked with the returned goods authorization number. Returned goods shipments which are not properly marked will be refused and returned to Customer for proper marking. If any Products are proven to be other than as warranted, repair or replacement and return transportation costs (least expensive way) from Ultra, Columbus, Ohio, will be borne by Ultra. If any Products are proven to be a non-warranty failure or problem, applicable inspection, labor, parts and return transportation costs from Ultra's plant will be borne by Customer.

This warranty shall not extend to any Products or parts thereof which have been subjected to misuse or neglect, damaged by accident or rendered defective by reason of improper handling, improper installation, operation on inappropriate or contaminated hydraulic fluid, operation at pressures or speeds in excess of recommended maximum, or to Products altered or repaired by anyone other than authorized Ultra personnel or an authorized Ultra service center unless prior authorization in writing has been given. Ultra does not accept any liability for reasonable wear and tear, nor for

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charges for repairs or replacements made without authority nor contingent liability of any kind.