FERMOD, INC.
LIMITED WARRANTY

FERMOD, INC., a Delaware corporation with principal address at 5 Revere Drive, Suite 200, Northbrook, IL 60062 ("SELLER") warrants that the equipment and equipment parts manufactured by Seller (the "Product") and sold or provided to the first end user ("BUYER") are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, be free from defects in design, material, and workmanship.

1. INSTALLATION, PAYMENT AND MAINTENANCE REQUIREMENTS

This Limited Warranty applies only if:

(1) The Product is used properly and is operated in accordance with the SELLER's Mounting Instructions as furnished to BUYER at the time of purchase;

(2) All other Sections of this Limited Warranty are complied with.

2. PROCEDURE FOR OBTAINING WARRANTY SERVICE

For the Limited Warranty to apply, BUYER must deliver to the SELLER the original proof of purchase within the Warranty Period (defined in Section 4) and within ten (10) days of the date BUYER discovered the alleged defect. Notwithstanding the foregoing, in the event that SELLER determines, in its sole discretion, that BUYER reasonably should have discovered the alleged defect before its actual discovery, this Limited Warranty shall not apply. BUYER must provide SELLER with availability periods to help SELLER or SELLER's authorized reseller to plan an inspection of the Product. The procedure described in this Section 2 shall hereinafter be referred to as the "Warranty Claim Procedures". BUYER shall bear all expenses associated with returning the Product to SELLER, including, without limitation, the costs of shipment, import taxes, duties and tariffs if applicable. If SELLER determines that the returned Product is covered by the Limited Warranty, SELLER agrees to cover the sole expense of returning any repaired or replaced Product to BUYER. This sole obligation shall therefore exclude all unmounting costs of the defective Product, mounting costs of the replaced Product and all other costs not directly related to the sole return of the replaced or repaired unit.

3. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER's satisfaction to be defective, within the Warranty Period (defined in Section 4), SELLER's obligations under this Limited Warranty shall be limited to replacing the Product, at SELLER's sole discretion, and only if such defect was caused solely by defective design, workmanship and/or materials. Such replacement shall be SELLER's sole obligation and BUYER's exclusive remedy hereunder, and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim

Procedures.

4. WARRANTY PERIOD

Except as otherwise excluded in Section 5 below or otherwise specified by SELLER in writing, the Limited Warranty of the Product applies for the following periods:

-five (5) years concerning the shelving;
SELLER further warrants that the shelving will be free from rust or corrosion for the life of the shelving under normal use.

-twelve (12) months concerning any other Product.

This Limited Warranty of the Product applies from the date the Product is sold, rented, leased, or donated to the first end user (the "Warranty Period"). The Warranty Period shall not be tolled for any reason. No action by SELLER or BUYER shall operate to extend or revive this Limited Warranty without the prior written consent of SELLER.

5. EXCLUSIONS FROM WARRANTY

The following is not included under this Limited Warranty:

(1) Scratches, dents, marks or other visible surface wear on the Product, unless SELLER is notified as soon as the Product is received by the BUYER;

(2) Normal wear and tear from everyday use (which shall include spotting of the Product);

(3) Misuse or abuse by the BUYER;

(4) Physical damage to the Product as a result of tampering, mishandling, neglect, modification or repair without the approval of SELLER, unreasonable use and/or negligence of the BUYER whether foreseeable by SELLER or not;

(5) Items, equipment, goods, products, components, and parts not sold by SELLER;

(6) Damage to Products caused by the carrier during shipping or by the installer during installation;

(7) Deterioration resulting from age, storage, weathering, lack of use;

(8) Continued Product use after an alleged defect is discovered or should reasonably have been discovered;

(9) Improper installation of any kind from persons other than SELLER or authorized SELLER personnel; and,

(10) Damage to Product caused by fire, storm or other acts of God;

SELLER expressly reserves the right to inspect the Product and its components, parts, and BUYER's installation, use, maintenance, and any other activity or inactivity of the BUYER, when determining whether an alleged Product defect is covered by the Limited Warranty.

6. LIMITATIONS ON WARRANTY; DISCLAIMER OF WARRANTIES

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Limited Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

7. SELLER'S LIMITATION OF LIABILITY

SELLER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR

PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

8. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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