

LIMITED WARRANTY

Warranty. Process Thermal Dynamics, Inc. ("ProTherm") expressly represents and warrants that it is conveying good and marketable title to all ProTherm electric infrared heating products sold ("Products"), and that for a period of one year from the date of installation, or 2,000 hours of use, whichever occurs first, all Products are free from defects in material and workmanship and, under normal use for which the Products were designed, will conform to the Products' specifications.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PROTHERM HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OF PROTHERM OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING WARRANTY .

Inspection & Acceptance. Buyer shall inspect all Products and shall send ProTherm written notice prior to installation and use of the Products as to Products not conforming to applicable warranties, specifications, drawings, samples, or descriptions. Failure to send such written notice shall constitute a waiver of Buyer's claims for all non-conformities that an inspection, whether or not in fact carried out, should have discovered.

Installation. Products must be installed by qualified personnel and in accordance with generally accepted industry standards and applicable code requirements. ProTherm makes no warranty with respect to, and shall have no liability in connection with, any Product installed by unqualified personnel or in a manner that does not conform to generally accepted industry standards and applicable code requirements. Unless specifically authorized in a separate writing by ProTherm, ProTherm makes no warranty with respect to, and shall have no liability in connection with, any Product incorporated into other products or equipment.

Limitation of Liability. In no case will ProTherm be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of any Product, cost of capital, cost of any substitute products or services, cost of down time, the claims of third parties, including customers, and injury to property. In any event, ProTherm's liability shall not exceed the amount paid for the Product in connection with which the liability arises.

Exclusive Remedy. If any Product fails to conform to the provisions of this Limited Warranty, Buyer's sole and exclusive remedy is to return the non-conforming Product to ProTherm for repair, replacement or, at ProTherm's option, refund. If ProTherm confirms that such Product is non-conforming, ProTherm will repair or replace the same or, at its option, ProTherm may refund or credit the purchase price paid for the non-conforming Product.