

LIMITED WARRANTY

Cambridge Engineering, Inc. ("Manufacturer") warrants that its products ("the Products") to be free from defects in material and workmanship. Manufacturer's S-Series Products shall be warranted for a period of 24 months from the date of shipment, except that burner assemblies are warranted for five years from date of shipment.

Buyer's sole and exclusive remedy for any nonconformity with this warranty shall be, at Manufacturer's option, repair or replacement of nonconforming parts, provided that Buyer shall return to Manufacturer, shipping prepaid, said non-conforming part(s) bearing a durable tag indicating the Serial Number of the Product from which the part was taken. In addition, Manufacturer may opt not to repair or replace nonconforming Product or part(s), but instead may refund to Buyer the price thereof, in lieu of repair or replacement. In no event shall Manufacturer be liable for more than a refund of the purchase price or replacement value of the Product or part(s), whichever is less. This Warranty does not apply to field labor charges.

This Warranty does not apply and shall be void as to any Products that are misused or misapplied, that are installed, operated or maintained not in conformity with Manufacturer's design, specifications, instructions, or Technical Manual, or are installed, operated or maintained in violation of any applicable national or local codes or industry standards.

Manufacturer does not warrant Products, if they are abused, improperly operated or maintained, subjected to abnormal wear and tear, damaged due to improper gas or electric service, damaged in transit, or that have been repaired or modified by others without Manufacturer's written authorization.

Buyer shall have no right to enforce this Warranty unless it has complied with all of its obligations under the contract for purchase/lease of the Products, including without limitation, being current on all payment terms.

THIS LIMITED WARRANTY IS MANUFACTURER'S ONLY WARRANTY WITH RESPECT TO THE PRODUCTS, AND IT IS IN LIEU OF AND SUPERSEDES ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES AFFORDED BUYER BY THIS WARRANTY ARE THE ONLY REMEDIES AFFORDED BUYER FOR ANY NONCONFORMITY WITH THIS WARRANTY OR FOR ANY DEFECT IN PRODUCTS, SERVICES, OR REPRESENTATIONS PROVIDED BY MANUFACTURER IN CONNECTION WITH SUCH PRODUCTS. IN NO EVENT SHALL MANUFACTURER BEAR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS.

Buyer acknowledges that the foregoing warranty, limitations, and exclusions are a reasonable allocation of commercial risks by and among sophisticated business entities and are not subject to dispute as to their commercial reasonableness, fairness or ability to satisfy the essential purposes of the parties' transaction.

