

1. WARRANTIES OF THE SELLER

1.1 Limitation, Exclusion and Assignment of Warranties.

It is understood and agreed that Moss Vale, Inc. is in the business of tubing fabrication and the fabricated tubing is to be sold without any warranties, except for applicable warranties by the raw tubing manufacturers, subcontractors, vendors and suppliers, and the limited warranties set forth hereinafter in Section 1.2. Moss Vale, Inc., shall, upon delivery, assign to PURCHASER all of Moss Vale, Inc.'s rights under any warranty, express or implied, given by the raw tubing manufacturers, subcontractors, vendors and suppliers with respect to such raw tubing, to the extent that such rights are assignable. Moss Vale, Inc. shall enforce on PURCHASER's behalf such warranties that are not, by their terms, assignable by Moss Vale, Inc. **SUBJECT TO THE FOREGOING, MOSS VALE, INC. DOES NOT MAKE, NOR SHALL IT BE DEEMED TO HAVE MADE, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES, ANY OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TUBING FABRICATED BY MOSS VALE, INC., SOLD OR TRANSFERRED HEREUNDER, INCLUDING, BUT NOT LIMITED TO:**

- (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;**
- (B) ANY OBLIGATION LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT IN STRICT OR ABSOLUTE LIABILITY OR ARISING FROM THE NEGLIGENCE OF PURCHASER, ACTUAL OR IMPUTED, OR**
- (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF, OR DAMAGE TO, ANY AIRCRAFT, AIRFRAME OR ANY ENGINE OR OTHER THING, OR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT FOR THE LIMITED WARRANTY COVERING THE TUBING FABRICATED BY MOSS VALE, INC., AS SPECIFICALLY SET FORTH IN SECTION 1.2 HEREUNDER.**

1.2 Limited Warranty

Moss Vale, Inc. warrants only that the fabricated tubing conforms to the design specifications called for by the purchase order. For a period of one year from the date of purchase, Moss Vale, Inc. will replace or repair any fabricated tubing that does not meet the design specifications detailed in the purchase order, which upon examination by Moss Vale, Inc., are found to be non-conforming to such specifications. Moss Vale, Inc. certifies that all raw tubing used, is required to meet material specifications, but Moss Vale, Inc. shall not be responsible for any non-conformity or defect of the raw tubing.

Moss Vale, Inc.'s obligations and liabilities under this **LIMITED WARRANTY** are applicable only to the tubing fabrication by Moss Vale, Inc. and **SPECIFICALLY DOES NOT EXTEND TO:**

- (i) Any defects in the design, material or workmanship of raw tubing or materials supplied to Moss Vale, Inc.;**
- (ii) Rust, Corrosion, or the entry of foreign materials into the fabricated tubing subsequent to its delivery to the purchaser;**
- (iii) Failure to use or maintain the fabricated tubing in accordance with Moss Vale, Inc.'s specifications and recommendations.**
- (iv) Use of the fabricated tubing after the product of which the tubing is a component part has been involved in an accident or has been overhauled;**
- (v) Defects relating to improper shipment, storage, handling, installation, alteration, repair or modification of the fabricated tubing by the Purchaser;**
- (vi) Normal wear and tear.**

1.3 Procedure for Making a Claim Based on the Limited Warranty

In the event that the Purchaser discovers that the tubing fabrication by Moss Vale, Inc. Does not conform to the design specifications called for by the Purchase Order, the Purchaser shall give Moss Vale, Inc. written notice of such non-conformity with sixty (60) days after such discovery. The purchaser shall ship the non-conforming tubing, with all shipment costs to be borne by the Purchaser, to Moss Vale, Inc. for proper inspecting and testing by Moss Vale, Inc. as soon as practicable thereafter. Subject to Subsection 1.2 above, Moss Vale, Inc. shall timely replace or repair the tubing as necessary to conform to required specifications. In the event the inspection and

testing discloses no non-conformities, the Purchaser shall pay for the reasonable value of any replacement tubing provided and all labor, materials and overhead incurred during the inspection and testing. If a dispute arises between Moss Vale, Inc. and the Purchaser as to the existence or extent of or responsibility for an alleged non-conformity, Moss Vale, Inc. and the Purchaser will together appoint an Independent Third-party that is technically and otherwise competent to review the dispute. The Independent Third-party shall render a decision to the existence and extent of and responsibility for the alleged non-conformity, as well as, the allocation of the costs of necessary investigation among Moss Vale, Inc. and the Purchaser and the decision shall bind both Moss Vale, Inc. and the Purchaser. If Moss Vale, Inc. and the purchaser are unable to agree upon the selection of the Independent Third-party, each will appoint an Independent Third-party, and the two parties thus appointed will agree on another Independent Third-party whose decision shall bind both Moss Vale, Inc. and the Purchaser. The parties will share equally the cost of third parties.