EXCLUSIVE LIMITED WARRANTY

EXCLUSIVE LIMITED WARRANTY: Seller warrants that stock Products, to the extent they are manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet the description and specifications established in Seller’s published and internal standards (subject to reasonable variance in accordance with normal industry practice) for a period of thirty (30) days from delivery, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Products without liability if, in Seller’s judgment, the change is non-material. Seller warrants that non-stock Products manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Products not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller’s suppliers related to such Products. Acceptance by Buyer of the Products constitutes confirmation that Products meet the description set forth above. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF WISCONSIN OR ELSEWHERE. This limited warranty only applies if the Products have not been subjected to misuse, negligence, or accident and have not been unloaded, stored, installed, maintained, altered, or repaired in any manner that, in the Seller’s judgment, adversely affects the condition or operation of the Products. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.

EXCLUSIVE REMEDY: For any loss or damage arising out of supplying Products to Buyer, or the sale, operation, or use of the Products—whether such claim is based in contract, warranty, tort (including negligence) or other grounds—BUYER’S EXCLUSIVE REMEDY IS LIMITED, at Seller’s sole discretion, to either: (1) refund by the Seller of the purchase price for any non-conforming Products sold hereunder; or (2) the repair or replacement of any non-conforming Products. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM THE SELLER, including but not limited to the costs for: return of non-conforming Products, delivery of replacement Products, removal of non-conforming Products, reinstallation of replacement Products (or products purchased to replace any non-conforming Products), and/or any labor charges incurred related to the Products. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. Seller will not be liable for any failure of Products to conform to the Exclusive Limited Warranty above caused by the unloading, storage, installation, or maintenance of the Products, or use of other products/materials in conjunction with the Products that negatively impact the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.