

NATHAN MANUFACTURING DIVISION

Windham Machine Co., Inc.

1102 WINDHAM ROAD, PO BOX 96, S. WINDHAM CT 06266

TEL (860) 423-4575 FAX (860) 450-0519

TERMS AND CONDITIONS OF SALE

Nathan Manufacturing Division of Windham Machine Co., Inc. Designated below as the Company accepts and will fulfill purchase orders only upon the terms and conditions appearing below.

CONDITIONS

These conditions supersede, cancel and take precedence over any other communication, including all terms and conditions of purchase order, whether verbal or written between the purchaser and the Company. No other agreement or understanding will be binding unless expressed in writing by the Company and signed by an officer of the Company.

WARRANTY

The Company warrants all products of its manufacture and bearing its nameplate for a period of two years after date of shipment from its factory to be free from defects in material and workmanship subject only to the following:

Company's liability under this warranty is limited in the sole and absolute discretion of the Company to refunding the purchase price, to repairing, or to replacing parts shown to the satisfaction of the Company to have been defective when shipped and then only if such defective parts are promptly delivered to its factory, transportation charges prepaid. This warranty is absolutely void if written notification of any such defect is not given by Purchaser to Company the earlier of one year after Purchaser first inspects the product or two years after the shipment date. The purchaser hereby agrees to inspect the products upon delivery to it.

This warranty applies only if the products have been installed, operated and maintained in accordance with the Company's recommendations and the products have not been misused, neglected, damaged by flood, fire or act of God, or modified, other than by the Company.

Where the Company has manufactured the products to a design of the Purchaser, no liability is accepted by the Company for design errors which remain the responsibility of the Purchaser.

The Company reserves the right to make such change in details of design, construction of product arrangement as shall, in its judgment constitute an improvement over former practice.

THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF THE COMPANY HEREUNDER ARE EXCLUSIVE AND IN LIEU OF AN BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF THE SELLER WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES). THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE COMPANY AND PURCHASER.

In case of products not manufactured by the Company, there is no warranty from the Company but, the Company will extend to the Purchaser any warranty of the Company's supplier of such products.