



TORNATECH INC. LIMITED WARRANTY FOR PRODUCTS AND SERVICES

Seller (Tornatech Inc) warrants that, for a period of one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment, whichever occurs first, (and in the case of Services, for a period of one (1) year from the date of completion) this Product/Service: (i) meet the specifications for the Product/service, if any were provided by Seller; and (ii) is free from defects in material and workmanship, in accordance with the following repair or replacement warranty. During that warranty period, subject to the following, Product/Service which is found to be defective will be replaced or repaired, at the option of Seller. Seller's total liability under this warranty is for the repair or replacement of Product/Service which is proved to be defective. Under no circumstances will Seller be liable for any other damages or losses whatsoever, even if it has been advised of the possibility of such damages. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not extend to subsequent owners of the Product/Service during the warranty period.

Seller assumes no responsibility and will accept no claims nor any charges in connection with any repairs which are not authorized by Seller. Product must not be returned to Seller without the prior written authorization of Seller. To that end, if Buyer believes that Product/Service is defective, it must notify Seller immediately and in writing. The notice must describe the exact nature and details of the alleged nonconformity to this warranty. Buyer must give Seller a reasonable opportunity, at Seller's option, to examine the claimed nonconformity before Buyer undertakes any repairs. If Buyer wishes to conduct tests to determine whether the Product/Service has a nonconformity or is defective under this warranty, it must notify Seller prior to conducting the tests, endeavor to reach agreement with Seller on testing procedures and provide Seller with an opportunity to witness such tests. Coverage under this limited warranty is conditioned at all times upon Buyer's compliance with these required notification procedures. Buyer's failure to follow these procedures releases Seller from its obligation to provide remedies under this limited warranty.

Freight charges for Product returned to Seller for repair/warranty analysis are the responsibility of Buyer. To do so, Buyer must properly package returned Product to protect against risk of loss and damage in transit, including damage from electrostatic discharge. As the case may be, any repair, replacement or issuance of a credit provided by Seller shall be Buyer's sole and exclusive remedy with respect to a breach of the warranty set forth herein. All costs relating to uninstalling or re-installing the Product shall be borne by Buyer. Without limiting the generality of the foregoing, in no event will Seller be liable for transportation, installation, adjustment or other expenses which Buyer may incur in exercising its right under this limited warranty.

Tornatech Inc.

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Seller will also not be responsible for any damage or defects to Product/Service or to any other property resulting from or in any way attributable to: (a) improper storage of the Product, including, but without limitation, failure to store the Product indoors, failure to store the Product in its original packaging, failure to store the Product in appropriate environmental conditions including, but without limitations, temperature, vibration and humidity control. (b) improper installation or maintenance of the Product sold or serviced. Seller's installation and maintenance instructions are included in the original packaging. If not available you may obtain them on www.tornatech.com. (c) use or operation of the Product/Service under conditions for which they are not designed or that exceed their published specifications, intentional or otherwise; (d) normal wear and tear, including corrosion; (e) the Product/Service at issue having been subjected to carelessness or abuse, or the Product/Service not being used in accordance with Seller's recommendations or industry standards, including, but without limitation, failure of Buyer to maintain appropriate environmental conditions, including, adequate electrical power, temperature, vibration and humidity control and any combination or use of the Product/Service with any incompatible equipment or ancillary products; (f) modifications, alterations, service, repair or replacement made by Buyer or any third party that were not requested or authorized by Seller; or (g) causes beyond Seller's reasonable control. Seller shall also be under no obligation to Buyer, in connection with any Product/Service that were altered, modified or repaired without Seller's prior written consent.

THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY IN CONNECTION WITH THE PRODUCT/SERVICE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

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