

LIMITED WARRANTY

LPI, Inc. ("Seller") warrants to the original end-user buyer ("Buyer") that the unaltered equipment ("Equipment") manufactured by, and purchased from, the Seller, if properly installed, operated, maintained and inspected in accordance with the Seller's instructions and Service Manual, and used under normal operating parameters specified to Seller by Buyer at the time of manufacture, shall be free from defects in workmanship and materials for a period(s) of time indicated below, from the date the order is shipped from the facilities of the Seller. The obligation of the Seller, and the Buyer's SOLE AND EXCLUSIVE REMEDY, shall be limited to one of the following, at the Seller's option:

- (01) The repair or replacement of defective parts or components (collectively, Parts) of the Equipment; provided, however, the Buyer shall be responsible for the payment of all labor costs associated with any repair or replacement of Parts.
- (02) In the event the Seller is unable to repair or replace the Parts, the Buyer shall be entitled to a refund of the cost of the Equipment.

12 MONTHS PARTS ONLY:

All parts and components not listed below.

90 DAYS PARTS ONLY:

Air motors, motor couplings, wheels and casters, roller trolley wheels, hose reels, flex tracks, wipers and seals, protective boots, bellows and curtains, hoses, tubing and fittings, lower rail guides and scrapers, contact bumpers and signaling devices, control and power wiring assemblies, solenoids, switches, gauges, batteries (prorated by battery manufacturer).

EXCLUSIONS TO LIMITED WARRANTY:

1. Fuses, lubricants, decals, exhaust mufflers, filters, and adjustments.
2. Buyer's failure to follow Seller's Instructions and Service Manual.
3. Ordinary wear and tear of the Equipment.
4. Failure to install or maintain the Equipment in compliance with federal, state or local requirements.
5. Any modifications or alterations to the Equipment not authorized in writing by the Seller.
6. Operating the Equipment outside its design specifications.

The Seller makes no warranty of any kind whatsoever with respect to Parts which are manufactured or supplied by other persons or organizations. Seller shall forward any original equipment manufacturer (OEM) claims to the manufacturer. The Seller reserves the right to make changes and improvements in the design and construction of the Equipment without obligation to make corresponding changes and improvements in previously manufactured Equipment.

WARRANTY PERFORMANCE PROCEDURE

In the event the Buyer believes the Seller may be responsible for the performance of any warranty obligation, the Buyer must immediately send written notice of the claimed defect, and must immediately refrain from any further use of the order. No attempted repair of the claimed defect may be made without the prior written consent of the Seller. Before any Parts may be returned to the Seller, the Buyer must contact the Seller and request a Return Authorization. Upon the Buyer's receipt of the Return Authorization form, the Parts may be shipped, freight prepaid, to the facility designated on the Return Authorization. All Parts returned for repair, replacement, or refund (which refund may be made in the form of a credit to the Buyer's account), must be accompanied by the Return Authorization. All other returned Parts are subject to a twenty five percent (25%) handling charge. Parts manufactured or supplied by an OEM are subject to the warranties, if any, provided by such OEM; and repair or replacement of such Parts are subject to the approval of the OEM. The Buyer shall be responsible for the payment of any handling or restocking charges associated with OEM Parts.

DISCLAIMERS OF WARRANTIES

THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY MODELS, DRAWINGS, PLANS, SPECIFICATIONS, AFFIRMATIONS OF FACT, PROMISES, OR OTHER COMMUNICATION BY THE SELLER WITH REFERENCE TO THE ORDER OR THE PERFORMANCE OF THE ORDER ARE SOLELY FOR THE CONVENIENCE OF THE BUYER AND SHALL NOT IN ANY WAY MODIFY THE EXPRESSED WARRANTIES AND DISCLAIMERS SET FORTH. NO AGENTS OR OTHER PARTIES ARE AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF THE COMPANY OR TO ASSUME FOR THE COMPANY ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THE ORDER. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE ORDER, THE BREACH OF ANY WARRANTIES, THE FAILURE TO DELIVER, DELAY IN DELIVERY, DELAY ON NONCONFORMING CONDITION, OR FOR ANY OTHER BREACH OF CONTRACT OR DUTY BETWEEN SELLER AND BUYER. IN NO EVENT SHALL THE SELLER'S TOTAL LIABILITY FOR ANY OR ALL BREACHES OF ANY WARRANTY EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE BUYER FOR THE EQUIPMENT.

LIMITATION OF ACTIONS

Any action against the Seller must be commenced within one (1) year after the cause of action accrues.