

GENERAL LIMITED WARRANTY

Seller warrants to Buyer that upon delivery to the carrier the Products will conform to the specifications at the beginning of this Order and will be free from material defects in workmanship and material (the "General Limited Warranty"). If any Product fails to meet the General Limited Warranty, in Seller's judgment, Seller, at Seller's option, either (i) shall replace the defective Product or (ii) shall issue a credit for any such defective Product in the amount of the original invoice price for such Product. Seller's obligation under the General Limited Warranty is conditioned upon the following: (a) Buyer notifies Seller in writing of any alleged defect within fifteen (15) days after delivery to carrier; (b) Buyer does not use, alter or process the allegedly defective Products in any way; and (c) Buyer gives Seller's representatives full opportunity to inspect the Products and investigate the alleged defects. No refund shall be made by Seller to Purchaser until after the Seller has inspected said product and directed Purchaser to return it to seller and said product has been received by Seller and restocked. Said refund shall be limited to the purchase price less 20% stocking charges. Freight charges for shipment to Purchaser and for return to Seller shall be borne by Purchaser and shall be paid before any refund is made by Seller.

WARRANTY CLAIMS. Buyer must give Seller notice of a warranty claim in writing within the time periods provided above. Buyer, at Seller's request, shall return any Products that Seller determines to be defective at Buyer's expense. Any replacement Products shall be delivered to a domestic Buyer F.O.B. Seller's facility in Humboldt, TN, or such other point of shipment that Seller may elect in its discretion, exclusive of all freight and insurance charges, and shall be delivered to an international Buyer Ex Works (Incoterms 2000) Seller's facility in Humboldt, TN, or such other point of shipment that Seller may elect in its discretion, exclusive of all freight and insurance charges. Buyer shall be responsible for the risk of loss or damage in transit and shall pay all freight charges and procure its own insurance.

Claims for loss or damage to Products in transit should be made to the carrier promptly and not to Seller, which shall have no liability therefor. Buyer must notify Seller in writing of any shortages in excess of the five percent permitted variance within fifteen (15) days after receipt of shipment and Buyer must preserve the shipment intact in order that the alleged shortage may be verified. Failure to give such notice or to preserve the shipment intact shall constitute acceptance and waiver of all claims for shortages by Buyer

Exclusion of all other warranties. Except for the general limited warranty, seller makes no other warranties, express or implied, statutory, or otherwise, regarding the products. Seller specifically disclaims any warranty of merchantability, fitness for a particular purpose, course of dealing, or usage of trade. Seller shall not be liable for, and buyer assumes all risk of, any statements, representations, or advice made by any sales representative or other agent of seller or made on seller's website or in brochures or other marketing materials, or seller's failure to provide advice, regarding the products or buyer's use of the products. Buyer's sole and exclusive remedy for any defect covered by the general limited warranty shall be as set forth above. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the uniform commercial code). Buyer specifically acknowledges that seller's price for the products is based upon the limitations of seller's warranties and liability as set forth in these terms