

FOX THERMAL INSTRUMENTS, INC. WARRANTY –

(a) FOX warrants that the products furnished under this Agreement will be free from defects in material and workmanship for a period of one year from the date of shipment. The customer shall provide notice of any defect to FOX, within one week after the Customer's discovery of such defect. The sole obligation and liability of FOX under this warranty shall be to repair or replace, at its option, without cost to the Customer, the defective product or part.

(b) Upon request by FOX, the product or part claimed to be defective shall immediately be returned at the Customer's expense to FOX. Replaced or repaired products or parts will be shipped to the Customer at the expense of FOX. FOX shall have the right of final determination as to the existence and cause of defect.

(c) There shall be no warranty or liability for any products or parts that have been subject to misuse, accident, negligence, failure of electric power or modification by the Customer without the written approval of FOX. This warranty does not cover damage caused by customer's exposure of the goods to corrosive or abrasive environments. Final determination of warranty eligibility shall be made by FOX. If a warranty claim is considered invalid for any reason, the Customer will be charged for services performed and expenses incurred by FOX in handling and shipping the returned unit.

(d) The liability of FOX shall be limited to replacing or repairing, at its option, any defective parts which are returned. Labor and related expenses incurred by the Customer to install replacement parts are not covered by this warranty.

(e) As to replacement parts supplied or repairs made during the original warranty period, the warranty period for the replacement or repaired part shall terminate with the termination of the warranty period of the original product or part.

(f) The use of FOX products are under exclusive control of the buyer. No warranty, express or implied, is given for the calibration, accuracy or workmanship of enduse product into which Fox products are installed. FOX can only be held responsible for the calibration and accuracy of product supplied by FOX. FOX specifically denies any liability arising from the buyer's application of FOX products including any physical injuries or death arising directly or indirectly out of or in connection with the manufacture, sale, use, or defect of the products sold hereunder.

(g) No warranty is made with respect to custom equipment or products produced to Buyer's specifications except as specifically stated in writing by FOX and contained in the agreement.

(h) THE FOREGOING WARRANTY CONSTITUTES THE SOLE LIABILITY OF FOX AND THE CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE PRODUCT AND IS IN-LIEU OF ALL OTHER WARRANTIES. FOX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(i) In no case are products to be returned without first obtaining permission and a Return Authorization number from FOX.