

## WARRANTY

NateCo LLC (“NateCo”) warrants (the “Express Warranty”) that its Product, but not any other manufacturer’s product which is part of or sold in connection with NateCo’s Product and which are warranted by said other manufacturer, will be free from defects in workmanship and material under normal use and service for a period of ninety (90) days from the date of purchase (the “Warranty Period”) by the Customer of the Product from NateCo. NateCo’s sole responsibility under the Express Warranty shall be, at its sole option, either to repair or replace any Product which fails during the Warranty Period as a result of a defect in workmanship or material, provided that the Customer promptly reported such failure to NateCo in writing and complied with all other provisions of this Express Warranty. This Express Warranty shall not apply to defects or damage caused by or in connection with transportation, storage, installation, maintenance, internal or external hostile environment, operation outside the limits of rated capacity, or improper use, shall not extend to any portions or components of NateCo’s Product which is manufactured by a manufacturer other than NateCo and warranted by said other manufacturer, and shall not accrue to the benefit of any person or entity other than Customer.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, NATECO DISCLAIMS ALL WARRANTIES WITH REGARD TO ITS PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY OTHER IMPLIED WARRANTIES; AND THE EXPRESS WARRANTY STATED HEREIN IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF NATECO FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT PURCHASED BY CUSTOMER.

NEITHER NATECO NOR ITS AFFILIATED COMPANIES SHALL BE LIABLE TO ANY CUSTOMER, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), FOR (A) DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, (B) LOSS OF PROFITS, REVENUE OR GOODWILL, (C) LOSS OF USE OF PRODUCT, FACILITY, DATA OR RESEARCH STUDIES, (D) EXPENSES ARISING FROM COSTS OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), (E) CLAIMS OF CUSTOMERS, EMPLOYEES OR ANY OTHER PERSONS AFFILIATED, ASSOCIATED OR IN PRIVITY WITH CUSTOMER, OR (F) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BY REASON OF BREACH OF THE EXPRESS WARRANTY STATED HEREIN.

THE SOLE REMEDY OF CUSTOMER IS PURSUANT TO THE EXPRESS WARRANTY STATED HEREIN, AND THE TOTAL LIABILITY OF NATECO FOR BREACH OF SAID EXPRESS WARRANTY AND/OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY PRODUCT FURNISHED TO CUSTOMER, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE SELLING PRICE OF THE PRODUCT OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.