

Engineered Solutions Warranty

Customer has requested that A.W. Chesterton Company ("Chesterton") specifically design the identified products (the "Products") for Customer's unique application. Because the Products are custom-designed, they have not been tested to the same extent as Chesterton's standard products. Therefore, **CHESTERTON'S STANDARD PRODUCT WARRANTY WILL BE REPLACED BY THIS LIMITED WARRANTY. CHESTERTON'S SALE OF THESE PRODUCTS IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL OVERRIDE ANY CONFLICTING OR ADDITIONAL TERMS CONTAINED IN CHESTERTON'S STANDARD TERMS, ANY PURCHASE ORDERS, OR OTHER DOCUMENTS.**

Chesterton warrants only that these Products will be free from defects in materials and workmanship upon the end user's receipt of the Products. Chesterton does not warrant against defects in design or any particular performance. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

For purposes of this limited warranty, no Products or equipment shall be deemed to be defective by reason of (i) normal wear and tear, (ii) failure to resist erosive or corrosive action of any fluid or gas, (iii) Customer's failure to properly transport, store, install, operate, or maintain the Products or equipment in accordance with good industry practices or Chesterton's specific recommendations, or (iv) Customer's failure to provide complete and/or accurate information to Chesterton concerning the operational application of the Products or equipment or system conditions. Improper use of the Products or equipment by Customer, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or improper use, handling, installation, modification, or repair of the product or equipment by the Customer or any third party, will void any and all warranties.

Products warranted shall not include products not manufactured by Chesterton. With respect to such third-party products, Chesterton shall pass through to Customer any warranty provided to Chesterton by the manufacturer or supplier providing such product.

If Customer promptly notifies Chesterton of a potential manufacturing defect, and Chesterton determines that Product is defective, Chesterton will at its option either repair, replace, or refund the purchase price of the Product. If Customer or any third party repairs, replaces, adjusts, or disposes of any potentially defective Product without Chesterton's clear prior written approval, Chesterton is relieved of any further obligation to Customer with respect to such Product. **THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE ABOVE WARRANTY. CHESTERTON SHALL NOT BE LIABLE FOR ANY OTHER COSTS, LOSSES, EXPENSES, DAMAGES, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS.**