

Table of Contents

General Terms & Conditions of Sale.....	1
General Terms & Conditions of Service.....	6

General Terms & Conditions of Sale

These General Terms and Conditions of Sale govern purchase of product from A.W. Chesterton Company or its affiliate Chesterton International Inc. (either, "Chesterton"). If Customer is also purchasing services from Chesterton, [Chesterton's General Terms and Conditions of Service](#) shall apply to such services. CHESTERTON'S FULFILLMENT OF ANY ORDER IS EXPRESSLY LIMITED TO CUSTOMER'S ACCEPTANCE OF CHESTERTON'S GENERAL TERMS AND CONDITIONS OF SALE BELOW. CHESTERTON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. ANY ACT BY CHESTERTON IN MANUFACTURING OR DELIVERING ANY GOODS/ITEMS FOR OR TO CUSTOMER DOES NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

1. Pricing. All prices are exclusive of any taxes (including sales, use, or similar tax), license fees, customs fees, duties, and other charges. Chesterton may charge additional for any special packaging or documentation or certification requirements which Customer may have. Prices do not include the transfer of technological data or proprietary rights of any kind.

2. Payment Terms. Unless otherwise expressly stated by Chesterton in writing, terms are net 30 days from the date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.

3. Delivery of Products. Unless otherwise stated by Chesterton in writing, all products shall be shipped Ex Works Chesterton's facility. Estimates of shipping dates are approximate, representing Chesterton's best judgment when made. Chesterton shall make all reasonable efforts to meet dates indicated for delivery or other performance, but Chesterton shall not be liable for any delays in shipping or in the time in which shipments reach Customer.

4. Title & Risk of Loss. Title and risk of loss shall pass to Customer upon Chesterton's delivery of the products to the carrier.

5. Order Cancellation. Chesterton cannot guarantee that orders may be canceled. If the order may be canceled, Customer must pay Chesterton for all costs Chesterton already incurred for the order and a reasonable allowance for overhead and profit. All requests for cancellation must be made in writing.

6. Acceptance of Product and Services. Product shall be deemed approved and accepted by Customer if Chesterton does not receive written notice of rejection detailing the reason for rejection within ten (10) days after date of delivery. Services shall be deemed approved and accepted by Customer if Chesterton does not

receive written notice of rejection detailing the reason for rejection within ten (10) days after the date Chesterton completes the services. Before returning any rejected product to Chesterton, Customer must obtain written authorization from Chesterton as well as instructions from Chesterton regarding how and where product should be returned.

7. Non-Warranty Product Returns. No product may be returned to Chesterton without prior written authorization from Chesterton. Chesterton will issue a merchandise credit for all approved returns. All returned product will be subject to a 20% restocking fee, must be returned in accordance with Chesterton's instructions, and must be returned within thirty (30) days of Chesterton's authorization. If a product is returned after the thirty-day period, Chesterton will determine, in its sole discretion, whether to process the return. Any returns which Chesterton processes after the 30-day period will be subject to an additional 5% restocking fee.

8. Compliance with Laws. Customer shall comply with all applicable laws, regulations, and ordinances, including but not limited to United States export regulations and the United States Foreign Corrupt Practices Act.

9. Force Majeure. Chesterton shall not be liable for loss or damage of any kind resulting from delay or inability to deliver or perform on account of acts of God, weather conditions, fire, labor troubles, accidents, acts of civil or military authorities, fuel shortages, labor shortages, materials shortages, pandemic, epidemic, or any other conditions beyond Chesterton's reasonable control. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its completion.

10. Limitation of Liability. **IN NO EVENT SHALL CHESTERTON BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT EQUIPMENT, OR DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT NOT INCLUDED WITHIN THE SCOPE OF SUPPLY OR SERVICES UNDER THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CHESTERTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHESTERTON'S TOTAL LIABILITY RELATED TO PRODUCT OR SERVICES PROVIDED OR ANYTHING DONE IN CONNECTION WITH THOSE PRODUCTS OR SERVICES (INCLUDING SALE, DELIVERY, INSTALLATION, TECHNICAL FIELD ASSISTANCE, MAINTENANCE, REPAIR, OR OTHERWISE), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PRICE FOR THE PRODUCTS OR SERVICES SET FORTH IN THE CORRESPONDING INVOICE; HOWEVER, IF THE CLAIM RELATES TO SPECIFIC PRODUCT(S) OR SERVICE(S) RATHER THAN THE ENTIRE ORDER, CHESTERTON'S LIABILITY SHALL BE LIMITED TO THE PRICE OF THE SPECIFIC PRODUCT(S) OR SERVICE(S) AS LISTED ON THE CORRESPONDING INVOICE.**

11. Waiver of Subrogation. Customer and Chesterton expressly agree to waive all rights against each other and any of their subcontractors, agents, officers, and employees, each of the other, for damages and/or other causes of loss arising out of or related to products or services provided by Chesterton under these Terms to

the extent covered by property insurance or other insurance (including deductibles or self-insured retentions). A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. Governing Law & Jurisdiction. These Terms shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles. Any disputes arising out of or in connection with these Terms shall be adjudicated only in and before the federal or state courts located in the Commonwealth of Massachusetts.

13. Product Warranties.

a. Mechanical Sealing Devices Warranty. Chesterton warrants, for a period of one (1) year from date of installation/first use or eighteen (18) months from the original date of shipment, whichever occurs first, that its mechanical sealing devices will be delivered free from defects in design, material and workmanship. Mechanical sealing devices, however, are not guaranteed to last for any length of time. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **This warranty does not apply to any engineered solution product. 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.**

b. EPS Product Warranty. Chesterton warrants, for a period of one (1) year from date of installation/first use or eighteen (18) months from the original date of shipment, whichever occurs first, that its EPS products will be delivered free from defects in design, material and workmanship. EPS products, however, are not guaranteed to last for any length of time. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **This warranty does not apply to any engineered solution product. 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.**

c. ARC Product Warranty. Chesterton's ARC products have a warranty period of two (2) years from the date of manufacture, unless a shorter shelf life is otherwise stated in the product-specific technical data sheet. Chesterton warrants that during the warranty period its ARC products will be free from defects in design, material and workmanship. ARC products are not, however, guaranteed to last for any length of time. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **This warranty does not apply to any custom solution product. 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.

d. ILMRO Product Warranty. Chesterton's ILMRO products have a warranty period of two (2) years from the date of manufacture, unless a shorter shelf life is otherwise stated in the product-specific technical data sheet. Chesterton warrants that during the warranty period its ILMRO products will be free from defects in design, material and workmanship. ILMRO products are not, however, guaranteed to last for any length of time. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **This warranty does not apply to any custom solution product. 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.**

e. Mechanical Packing, Gasketing & Live Loading Product Warranties. With the exception of those products specifically listed in this Section 13(e), Chesterton warrants, for a period of one (1) year from date of installation/first use or eighteen (18) months from the original date of shipment, whichever occurs first, that its mechanical packing, gasketing, & live loading products ("Mechanical Packing Line Products") will be delivered free from defects in design, material and workmanship. Mechanical Packing Line Products, however, are not guaranteed to last for any length of time. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **This warranty does not apply to any custom solution product.**

Chesterton offers additional, product-specific warranties on the products listed below. For details on these warranties, please contact your Chesterton representative.

- 1622 Low E Valve Packing
- 1724 Low E Valve Packing
- 5300 Steam Valve Packing
- 1600 Steam Valve Packing
- 1601 Steam Valve Packing
- 5800 Steam Valve Packing
- 5500 Flange Bolt Disc Springs
- 5505H High-Strength Disc Springs

THE LIMITED WARRANTIES IN THIS SECTION 13(e) ARE 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.

f. Smart / IIoT Product Warranties. Chesterton warrants, for a period of one (1) year from date of installation/first use or eighteen (18) months from the original date of shipment, whichever occurs first, that its Smart / Industrial Internet of Things products will be delivered free from defects in material and workmanship. To be clear, improper use of the product, including but not limited to failure to follow instructions and warnings stated in the user guide, accident, neglect, or abuse of the product, or modifying the product will void this warranty. **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, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR THAT THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CHESTERTON DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR HAVE IMPENETRABLE SECURITY. USE OF INFORMATION PROVIDED THROUGH THE APPLICATION IS SOLELY AT THE CUSTOMER'S OWN RISK. IN NO EVENT SHALL CHESTERTON BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON ANY INFORMATION MADE AVAILABLE BY, THROUGH, OR AS A RESULT OF THE PRODUCT.**

g. Warranty Remedy. If Customer notifies Chesterton of a potentially defective product within the warranty period above, and that product is determined by Chesterton to be defective, Chesterton will at its option either repair, replace, or refund the purchase price of that product. **THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF 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.**

General Terms & Conditions of Service

These General Terms and Conditions of Service (the "Terms") govern the purchase of services from A.W. Chesterton Company, its division FluidEfficiency Services, or its affiliate Chesterton Services LLC (each, "Chesterton"). If Customer is also purchasing product from Chesterton, [Chesterton's General Terms and Conditions of Sale](#) shall apply to such product purchases. CHESTERTON'S FULFILLMENT OF ANY ORDER AND/OR PERFORMANCE OF ANY SERVICE IS EXPRESSLY LIMITED TO CUSTOMER'S ACCEPTANCE OF CHESTERTON'S GENERAL TERMS AND CONDITIONS OF SERVICE BELOW. CHESTERTON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. ANY ACT BY CHESTERTON IN PERFORMING OR PREPARING TO PERFORM ANY SERVICE FOR OR CUSTOMER DOES NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER, SERVICE ORDER, OR ANY OTHER DOCUMENT.

1. Services. The scope of the services shall be described in Chesterton's written proposal or quotation, including any documents, drawings, or specifications incorporated therein by reference (collectively, the "Services"). Chesterton shall provide the Services to Customer in accordance with these Terms. Any additional or different terms contained in Customer's purchase order or any other document shall not apply unless explicitly accepted by Chesterton in writing.

2. Pricing and Fees. Unless otherwise expressly stated by Chesterton in writing, prices and fees quoted are in U.S. dollars. If the Service involves delivery and/or installation of items, all prices shall be exclusive of transportation from Chesterton's facility, insurance, taxes (including without limitation any sales, use or similar tax), and other charges related thereto unless otherwise expressly stated by Chesterton in writing. Fees and prices are for the services/items specified only and do not include technical data or proprietary rights of any kind.

3. Payment Terms. Unless otherwise expressly stated by Chesterton in writing, terms are net 30 days from the date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.

4. Timeframe for Performance. Estimates of performance completion dates are approximate, representing Chesterton's best judgment when made. Chesterton shall make all reasonable efforts to meet dates indicated for performance, but Chesterton shall not be liable for any delays in performance.

5. Delivery. If the Service involves repair of product or equipment (a "Repair") and Chesterton is responsible for delivery of item(s) to Chesterton's facility or to the Customer's facility, Chesterton shall select the means of transportation and routing unless Chesterton agrees otherwise in writing. Unless notified to the contrary by Customer, Chesterton shall insure the full value of the items or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Customer's account. Unless otherwise stated by Chesterton in writing, all deliveries shall be Ex Works Chesterton's facility. Estimates of shipping dates are approximate, representing Chesterton's best judgment when made. Chesterton shall make all reasonable efforts to meet dates indicated for delivery, but Chesterton shall not be liable for any delays in delivery or in the time in which deliveries reach their destination.

6. Risk of Loss. If the Service involves a Repair at Chesterton's facility, full risk of loss shall pass to Customer either (i) upon delivery to the carrier if Customer is responsible for arranging the means of transportation from Chesterton's facility, regardless of whether start-up is carried out under the direction or supervision of Chesterton, or (ii) upon delivery to Customer's facility if transport is arranged or supervised by Chesterton.

7. Acceptance of Services. Services shall be deemed approved and accepted by Customer if Chesterton does not receive written notice of rejection detailing the reason for rejection within ten (10) days after the date Chesterton completes performance of the applicable Services (the "Performance Completion Date"). If the Service involves a Repair at Chesterton's facility, such Repair shall be deemed approved and accepted by Customer if Chesterton does not receive written notice of rejection detailing the reason for rejection within ten (10) days after the date of delivery. Before returning any repaired product or equipment to Chesterton, Customer must obtain written authorization from Chesterton as well as instructions from Chesterton regarding how and where such product or equipment should be returned.

8. Patent or Trademark Infringement. If any equipment or parts are to be prepared, manufactured, or repaired according to Customer's specifications, Customer shall indemnify Chesterton and hold Chesterton harmless from any claims or liability for patent or trademark infringement arising out of or related to those specifications.

9. Compliance with Laws. Customer shall comply with all applicable laws, regulations, and ordinances, including but not limited to United States export regulations and the United States Foreign Corrupt Practices Act.

10. Force Majeure. Chesterton shall not be liable for loss or damage of any kind resulting from delay or inability to deliver or perform on account of acts of God, weather conditions, fire, labor troubles, accidents, acts of civil or military authorities, fuel shortages, labor shortages, materials shortages, pandemic, epidemic, or any other conditions beyond Chesterton's reasonable control. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its completion.

11. Limitation of Liability. **IN NO EVENT SHALL CHESTERTON BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT EQUIPMENT, OR DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT NOT INCLUDED WITHIN THE SCOPE OF SERVICES OR SUPPLY UNDER THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CHESTERTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHESTERTON'S TOTAL LIABILITY RELATED TO SERVICE(S) OR PRODUCT(S) PROVIDED OR ANYTHING DONE IN CONNECTION WITH THOSE SERVICE(S) OR PRODUCT(S) (INCLUDING SALE, DELIVERY, INSTALLATION, APPLICATION OF PRODUCT, TECHNICAL FIELD ASSISTANCE, MAINTENANCE, REPAIR, OR OTHERWISE), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PRICE FOR THE SERVICE(S) OR PRODUCT(S) SET FORTH IN THE CORRESPONDING INVOICE; HOWEVER, IF THE CLAIM RELATES TO SPECIFIC SERVICE(S) OR PRODUCT(S) RATHER THAN THE ENTIRE ORDER, CHESTERTON'S LIABILITY SHALL BE LIMITED TO THE PRICE OF THE SPECIFIC SERVICE(S) OR PRODUCT(S) AS LISTED ON THE CORRESPONDING INVOICE.**

12. Waiver of Subrogation. Customer and Chesterton expressly agree to waive all rights against each other and any of their subcontractors, agents, officers, and employees, each of the other, for damages and/or other causes of loss arising out of or related to products or Services provided by Chesterton under these Terms to the extent covered by property insurance or other insurance (including deductibles or self-insured retentions). A waiver of subrogation shall be effective as to a person or entity even though that person or entity would

otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Governing Law and Jurisdiction. These Terms shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles. Any disputes arising out of or in connection with these Terms shall be adjudicated only in and before the federal or state courts located in the Commonwealth of Massachusetts.

14. Limited Warranties.

a. Chesterton warrants, for a period of one (1) year from the applicable Performance Completion Date, that the Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

b. If the Service involves a Repair, Chesterton warrants, for a period of one (1) year from date of installation/first use or eighteen (18) months from the original date of shipment, whichever occurs first, that the Repair will be free from defects in material and workmanship. Chesterton reserves the right to be present during installation and start-up of any repaired product or equipment. **Unless otherwise expressly agreed to by Chesterton in writing, this warranty shall be null and void if (i) Chesterton is not present during installation and start-up, or (ii) Customer or any third party repairs or modifies such repaired product or equipment in any way during the warranty period without Chesterton's prior written authorization.**

c. If the Service involves use of a Chesterton product or application of ARC product, Chesterton warrants that any Chesterton product used will be free from defects in material and workmanship, as detailed in Section 13 of [Chesterton's General Terms and Conditions of Sale](#), for the warranty period specified in those Standard Terms and Conditions of Sale. **This warranty does not apply to any custom or engineered solution product.**

d. To be clear, for purposes of this Section 14, no product 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 product 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 product or equipment. Improper use of the product 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.

e. For purposes of this Section 14, product or Service warranted shall not include product not manufactured by Chesterton and work not performed by Chesterton. With respect to such product or work, Chesterton shall pass through to Customer any warranty provided to Chesterton by the manufacturer or supplier providing such product or work.

f. **THE LIMITED WARRANTIES IN THIS SECTION 14 ARE 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.**

15. Warranty Remedy. If Customer notifies Chesterton of potentially defective product or Service within the applicable warranty period described in Section 14 above, Chesterton shall have the right to review and inspect such product or Service and determine whether it is in fact defective. Upon request by Chesterton, Customer shall provide Chesterton with all applicable documentation regarding installation and operating conditions. If Chesterton determines the product or Service to be defective, Chesterton will at its own option either repair the product, replace the product, re-perform all or part of the Service, or refund the fees paid under the order. Unless otherwise expressly agreed to by Chesterton in writing, a Chesterton representative is required to be present during the installation and start-up of any product or equipment repaired or replaced under warranty. Customer shall give Chesterton at least two (2) weeks' prior notice of any product or equipment installation or start-up and shall cooperate with Chesterton to coordinate access to the site. Upon Chesterton's request, Customer shall provide Chesterton with copies of all applicable installation documentation, including but not limited to alignment reports. If Customer or any third party repairs, replaces, adjusts, or disposes of any potentially defective product or equipment without Chesterton's clear prior written approval, Chesterton is relieved of any further obligation to Customer under Section 14 and 15 of these Terms with respect to such product or equipment. **THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR ANY BREACH OF THE LIMITED WARRANTIES DESCRIBED IN SECTION 14 ABOVE. 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.**