



WARRANTIES:

ACUTRAN warrants equipment supplied by it to be free from defects in materials and workmanship for a period of one (1) year, unless otherwise stated on quotations, invoices, or other ACUTRAN publications, from date of shipment by ACUTRAN. A warranty of ninety (90) days may be applied, at ACUTRAN's discretion, to equipment with special applications or equipment with unknown data. If within such period any such equipment shall be proved to ACUTRAN's satisfaction to be so defective, such equipment shall be repaired or replaced at ACUTRAN's option. Repair or replacement of the defective equipment will be scheduled at the shipment time in effect at the time of warranty determination and acceptance. The obligation of ACUTRAN hereunder shall be limited solely to repair and replacement at its factory, of products that fall within the foregoing limitations, and it shall be conditioned upon receipt by ACUTRAN of written notice within the warranty period of any alleged defects or deficiencies. No products shall be returned to ACUTRAN without its prior written consent. ACUTRAN shall not be obligated to accept shipping charges incurred, either through return of defective items to its factory, or return of repaired or replacement items to the user. ACUTRAN cannot assume responsibility or accept invoice for unauthorized repairs to its products, even though defective. This warranty applies only to units proven defective under normal use, and does not apply to improper installation or alteration. Acceptance may be expressly provided in an authorized writing by ACUTRAN. Under no circumstances should equipment supplied by ACUTRAN be opened for inspection or modification, except that which is necessary for standard and proper installation, nor should it be opened in the field for repair without ACUTRAN's express, written authorization. ACUTRAN shall not be subject to any other obligations or liabilities whatsoever with respect to equipment supplied by ACUTRAN or services rendered by ACUTRAN. The warranty may be suspended or nullified at the option of ACUTRAN if invoice is not paid in full within thirty (30) calendar days from its date.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES EXCEPT WARRANTIES OF TITLE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY:

ACUTRAN, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased

or replacement power or temporary equipment (including additional expenses incurred in using existing facilities) claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the purchase set forth herein are exclusive and the liability of ACUTRAN with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, from the manufacture, sale, delivery, resale, or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

CONSEQUENTIAL DAMAGES:

Anything to the contrary herein contained notwithstanding, ACUTRAN SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER