

STANDARD PARTS WARRANTY

UTILIMASTER CORPORATION (“UTILIMASTER”) warrants that its product sold hereunder will, for 90 days from the date the products manufactured by UTILIMASTER, be free and clear of all liens and encumbrances and will be free from defects in material and workmanship and will conform to UTILIMASTER’s applicable specifications. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UTILIMASTER shall not be liable for any incidental or consequential damages, losses, or expenses, directly or indirectly arising from the sale, handling, or use of the products or from any other cause relating thereto and UTILIMASTER’s liability hereunder, in any case, is expressly limited to the replacement (at UTILIMASTER’s option) of products not complying with this warranty or, at UTILIMASTER’s election, to the repayment or crediting of buyer with an amount equal to the purchase price of such products whether such claims are for breach of warranty or negligence. No representation or warranty, expressed or implied, made by any sales representative, or other agent or representative of UTILIMASTER which is not specifically set forth herein shall be binding upon UTILIMASTER. This warranty extends only to direct customers of UTILIMASTER and does not include customers of the buyer. If UTILIMASTER provides any written commitment to its AMR that a particular product is warranted for a period that expires later than 90 days from the date of manufacture, then such longer warranty period shall apply to such product for the benefit of such AMR, but all other terms, conditions and limitations of this warranty shall apply and control.

In the event the material to be furnished hereunder is claimed to be defective, UTILIMASTER shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of such material. UTILIMASTER shall be liable only to replace defective products or to allow credit for such products at UTILIMASTER’s option and shall not be liable for any transportation or installation charge, fabricating or other expense or for any loss or damages of any kind, whether arising from delay, breach of warranty or any other cause whatsoever. All materials shall be furnished subject to the UTILIMASTER’s standard manufacturing and commercial variations and practice. Any claim must be made within thirty (30) days after receipt of the materials shipped hereunder. The buyer shall set aside, protect and hold such goods without further processing until UTILIMASTER has an opportunity to inspect and advise of the disposition, if any to be made of such goods. In no event shall any goods be returned, reworked or scrapped by the buyer without the express written authorization of the UTILIMASTER.