



**RFI AMERICAS INC.
TERMS AND CONDITIONS OF SALE**

WARRANTY; LIMITATION OF LIABILITY: Seller warrants that, for a period of one year from the date of Seller's shipment of the goods, all of the goods delivered will be free from defects in materials and workmanship under normal use and service (normal wear and tear excepted). Purchaser shall promptly notify Seller of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller's obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller's sole option) replacing or repairing such goods at Seller's facility (or such other point as Seller may designate) or refunding the purchase price of any such goods found to be defective, provided that written notice of such defect is received by Seller from Purchaser within one year from the date of receipt. Any claim not made within such one year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within 14 days of receipt, as set forth in the preceding subsection, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its written authorization. There will be a 10% restocking fee due Seller in addition to any shipping, labor and repair costs incurred by Seller (if applicable) for any returned goods. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in the goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

MISCELLANEOUS: These Terms and Conditions of Sale shall be construed under and governed by the laws of the State of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.