

WARRANTY.

A. Total Attachments Equipment Corporation (TAEC) warrants the equipment sold by TAEC ("Equipment") to be free from defects in materials and workmanship under normal use and proper maintenance for a period of Two (2) years from the date of delivery. If within such period any such Equipment shall be proved to TAEC's satisfaction to be defective, the affected part will be repaired or replaced free of charge, F.O.B. TAEC's loading dock. This warranty does not apply to: fragile parts and components where a shorter life is normally expected; items which are part of normal maintenance; or items TAEC receives from outside vendors (motors and hydraulic cartridges as an example), the warranty with respect to which shall be limited to that which is actually received by TAEC from such vendors. This warranty extends only to original end users of Equipment.

B. TAEC's obligation (and Purchaser's right or recourse) under the foregoing warranty and under any other contract warranty or performance guarantee, if any, shall be limited to the repair or replacement (at TAEC's option) of the Equipment in question or parts thereof, and does not include shipping costs or the cost of field labor for removing or reinstalling such parts or Equipment. No such repair or replacement shall extend the original warranty period. Such repair or replacement (whichever TAEC determines, in its discretion, to provide) shall be TAEC's sole obligation and Purchaser's exclusive remedy for any deficiency in goods furnished hereunder, and shall be conditioned upon Purchaser's return of such goods to TAEC, F.O.B. TAEC's loading dock.

C. SAID WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) AND TAEC EXPRESSLY DISCLAIMS AND EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ADDITIONALLY, NO WARRANTY IS MADE REGARDING THE EFFICACY OF ANY CLEANING AGENT OR OTHER CHEMICAL USED IN CONNECTION WITH THE EQUIPMENT. TAEC's liability shall not be extended because of any advice or assistance given by TAEC in connection with the design, sale, installation, use, performance, repair or replacement of any product or service not sold by TAEC. If any performance guarantees on equipment are given, such guarantees will be deemed to have been fully satisfied when, during installation and/or commissioning, TAEC causes the equipment to have the capacity to achieve such performance, or is excused from so doing by any act or omission of Purchaser or other cause beyond TAEC's control.

D. If the Equipment is being sold to Purchaser for resale or lease to others, Purchaser shall make the foregoing warranty an integral part of all such resales or leases and shall not in any way vary the terms or conditions of such warranty. In the event of such resale or lease Purchaser shall indemnify and save TAEC harmless from and against all claims, suits, liability and expenses (including attorney's fees) based upon any actual or alleged act or omission of Purchaser and/or those acting on its behalf, including without limitation improper installation and/or unauthorized alteration of the Equipment and unauthorized variation from TAEC's standard warranty.

CONSEQUENTIAL DAMAGES AND OTHER LIABILITY. TAEC's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided above and TAEC's obligations under Terms and Conditions of Sale and, with respect to any other breaches of its contract with Purchaser, shall be limited to the contract price. TAEC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS OR SERVICES SOLD BY TAEC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, TAEC specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. UNDER NO CIRCUMSTANCES SHALL TAEC BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND IN CONNECTION WITH THE DESIGN, SALE, INSTALLATION, COMMISSIONS, USE, PERFORMANCE, REPAIR OR REPLACEMENT OF THE EQUIPMENT EXCEPT AS HEREIN SET FORTH. TAEC'S LIABILITY SHALL IN NO EVENT BE GREATER THAN THE SELLING PRICE OF THE PARTS OR EQUIPMENT IN QUESTION.

Purchaser shall indemnify and hold harmless TAEC from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) that TAEC may incur as a result of any claim by Purchaser or by Purchaser's customers or by any third party arising out of or in connection with the goods or services sold hereunder, including but not limited to any such claim based upon the negligence of TAEC in designing, manufacturing, performing and/or selling such goods or services, unless such losses, liabilities, damages or expenses are ultimately determined to be attributable solely to the willful misconduct of TAEC.

OWNERSHIP AND RISK OF LOSS. Risk of loss shall pass to the Purchaser upon surrender of the Equipment to a carrier for delivery to Purchaser or upon actual delivery by TAEC. Title shall pass to Purchaser upon payment in full for the item in question.

TAXES AND FEES. Unless otherwise explicitly specified by INCO Terms, all taxes, duties, permits, licenses, license fees, and inspections will be paid by Purchaser. These include, but are not limited to: manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between TAEC and Purchaser; import duties and surcharges; building and operating permits; and registration and inspections fees. In the event TAEC is required to pay any such taxes or other charges, Purchaser shall reimburse TAEC therefor on demand.

DRAWINGS AND DESCRIPTIVE DOCUMENTS. THE SPECIFICATIONS, PRICES AND PERFORMANCE DATA INCLUDED IN CORRESPONDENCE, BROCHURES, DRAWINGS AND OTHER MATERIALS ARE AN APPROXIMATE GUIDE AND ARE BINDING ONLY TO THE EXTENT THAT THEY ARE BY REFERENCE EXPRESSLY INCLUDED IN THE CONTRACT. ANY DRAWINGS OR TECHNICAL DOCUMENTS INTENDED FOR USE IN THE FABRICATION OR INSTALLATION OF THE EQUIPMENT AND SUBMITTED TO PURCHASER

PRIOR OR SUBSEQUENT TO THE FORMATION OF THE CONTRACT REMAIN THE EXCLUSIVE PROPERTY OF TAEC AND SHALL BE TREATED AS CONFIDENTIAL INFORMATION UNLESS TAEC HAS IN WRITING INDICATED A CONTRARY INTENT. THEY MAY NOT, WITHOUT TAEC'S WRITTEN CONSENT, BE UTILIZED BY PURCHASER FOR PURPOSES OUTSIDE OF THE CONTRACT OR COPIED, TRANSMITTED OR COMMUNICATED TO ANY THIRD PARTY.

Purchaser will review and promptly approve in writing all Equipment and site preparation drawings and other specifications, which may be provided by TAEC for approval purposes. Purchaser will be responsible for costs and all delays in fabrication, shipping, installation or commissioning which result from any approval delays or requested changes by Purchaser.

PATENT INFRINGEMENT. TAEC represents that the Equipment does not infringe any valid U.S. patent. This does not apply: to any uses of Equipment not specified by TAEC in the contract; or in a process, method or system not designed by TAEC; or to any Equipment manufactured according to Purchaser's specification or design. In the event of such infringement TAEC shall either obtain for Purchaser the right to use the infringing Equipment or shall repurchase same less depreciation. This paragraph states TAEC's sole liability for such infringement.

To the extent that any goods or services that TAEC furnishes to Purchaser are manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser, TAEC shall not be liable, and Purchaser shall indemnify and hold harmless TAEC from and against any and all losses, liabilities, damages, claims and expenses (including but not limited to TAEC's reasonable attorneys' fees and other costs of defense) incurred by TAEC as a result of any claim of patent, trademark, copyright or trade secret infringement, or infringement or any other proprietary rights of third parties.

DELIVERY AND FORCE MAJEURE. Claims for shortages or other errors in delivery must be made in writing to TAEC within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. Claims for loss of or damage to goods in transit must be made to the carrier, and not to TAEC.

All delivery dates are approximate. TAEC shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond TAEC's reasonable control, including but not limited to any act of God, act of Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, casualty, terrorist act, police action, currency restrictions, shortage of transport, import or export restrictions, failure or delay of vendors, restrictions in the use of power, or any other cause beyond TAEC's reasonable control, even if foreseeable or anticipated. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Purchaser's exclusive remedy for other delays and for TAEC's inability to deliver for any reason shall be rescission of its agreement to purchase.