



## WARRANTY

Resolve Specialty Products LLC warrants that the Products manufactured by Resolve Specialty Products and affiliates shall be free of defects in design, material and workmanship for a period of:

One (1) year from date of start-up (not to exceed fifteen (15) months from shipment) on the complete package.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Distributors exclusive remedy and shall constitute fulfillment of all liabilities of Resolve Specialty Products LLC, (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products delivered hereunder.

LIMITATION OF LIABILITY. IN NO EVENT SHALL Resolve Specialty Products LLC BE LIABLE FOR SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of customers of the Distributor for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Resolve Specialty Product LLC's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Resolve Specialty Products LLC arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time or accrual thereof.