

**D. J. Conley Associates Inc.**  
**Limited Warranties for Supply and Field Services**

(a) LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

*Parts Warranty* - D. J. Conley Associates Inc. ("Seller") warrants that, at the time of delivery to the person or entity receiving supply and/or field services from Seller ("Buyer"), and for twelve (12) months thereafter, all the replacement parts, supply parts, components and accessories provided by Seller hereunder ("Parts") will be free from defects in material and workmanship and will conform to the specifications that are provided by Seller, if applicable. If Seller did not install the Parts, the foregoing warranty shall only apply to the extent the Parts were installed in strict accordance with all applicable manufacturers' instructions, all applicable code requirements and all other applicable laws, rules, regulations and ordinances. In addition, the foregoing warranty only applies if the Parts are maintained and operated within the applicable capacity, under normal load conditions, with competent supervised operators, and, if the equipment uses water, with proper water conditioning in place. Notwithstanding the foregoing, Parts that are not manufactured by Seller are warranted only to the extent of the original manufacturer's warranty to Seller. In no event shall such original manufacturer's warranty create any more extensive warranty obligations of Seller to Buyer for any Parts provided by Seller.

*Services Warranty* - Seller shall provide all supply and field services ("Services") in a workmanlike manner and in accordance with standard industry practices. Seller warrants that, at the time of performance of the Services and for a period at the seller's discretion thereafter, all repairs made as part of the Services will be free from defects in workmanship solely to the extent related to the Services.

THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE PARTS OR SERVICES IN THE APPLICATION(S) SELECTED BY BUYER. SELLER FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR (1) PARTS THAT ARE FURTHER PROCESSED BY BUYER OR ANY THIRD PARTY OR IN ANY WAY CHANGED BY BUYER OR ANY THIRD PARTY FROM THE PARTS DELIVERED BY SELLER; (2) ORDINARY WEAR AND TEAR; OR (3) DAMAGED CAUSED BY ACCIDENT, THE ELEMENT, ABUSE, MISUSE, OVERLOADING, OR BY JOBSITE CONDITIONS.

(b) WARRANTY CLAIMS

Claims of any breach of warranty must be made by written notice to Seller's home office within three (3) days of Buyer's initial discovery of the purported breach. Subject to the foregoing, Seller, at its election, will make an allowance, repair, or replace (BUT NOT INSTALL), at Seller's designated location, such quantity of the Parts as shall prove not to comply with the Parts Warranty provisions above. Seller shall, at its option, either reperform any Services which do not comply with the Services Warranty provisions above, or refund all the applicable portion of any fees paid by Buyer for such defective Services. Any claim for defective Parts or Services must be verified by Seller. Buyer shall hold and make available for inspection and testing by Seller all Parts claimed by Buyer to be defective (including return to the Seller's designated facility, transportation prepaid, if requested by Seller). The warranty periods for replaced Parts or reperformed Services shall terminate upon the termination of the initial warranty period set forth above for the original initially provided Parts and/or Services.

(c) LIMITATION OF LIABILITY

The remedies described herein are Buyer's sole and exclusive remedies for a breach of the warranties set forth above. Specific performance shall not be available to Buyer as a remedy in connection with Seller's provision of any Parts or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Buyer for the Parts and/or Services provided by Seller hereunder, whether founded in contract, tort (including negligence), strict liability or otherwise. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE PARTS OR SERVICES PROVIDED BY SELLER, REGARDLESS OF ANY ADVICE OR RECOMMENDATIONS THAT MAY HAVE BEEN RENDERED CONCERNING THE PURCHASE, INSTALLATION OR USE OF THE PARTS OR SERVICES OR ANY SPARE OR REPLACEMENT PARTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER.