

WARRANTY

System Technologies, Inc. warrants all equipment manufactured by it and bearing its name to be free from defects in material and workmanship under normal use and service. This warranty extends to the original purchaser for a period of twenty four (24) months from the date of purchase (or, if any materials are installed by System Technologies, Inc. or under its supervision, for a period of twenty-four (24) months from date of completion of installation) and is applicable only when the equipment is installed and operated in accordance with factory recommendations. The warranty does not extend to damage or wear caused by misuse, abrasion, corrosion, negligence, accident, faulty installation or tampering in a manner to impair its normal operation.

In the event the equipment manufactured by System Technologies, Inc. is found to be defective within the above stated twenty-four (24) month period, System Technologies, Inc. will repair or replace free of charge such defective parts if rendered to the factory or to a service depot authorized by System Technologies, Inc. and is found by System Technologies, Inc. inspection to be truly defective in workmanship or material. In the event said material is deemed defective in workmanship or material, it will be repaired or replaced and shipped transportation prepaid within the continental U.S. If inspection of any such equipment by System Technologies, Inc. does not disclose any defect in workmanship or material, repairs will be made at a reasonable charge.

System Technologies, Inc. shall, to the extent possible, pass on to Purchaser available warranties on goods supplied by but not manufactured by System Technologies, Inc..

The foregoing warranties are exclusive, and are in lieu of all other warranties (whether written, oral or implied) including without limitation warranty of merchantability in other respects than expressly set forth above and warranty of fitness for a particular purpose. Except as herein provided every liability for direct or consequential damages or loss, including without limitation prospective profits, is expressly excluded and denied. The foregoing warranty shall be valid and binding upon System Technologies, Inc. if and only if Purchaser loads, operates and maintains the equipment supplied hereunder in accordance with the instruction manual to be provided upon delivery of the equipment.

System Technologies, Inc. shall not be liable for damages of any kind arising out of the installation of equipment, whether by System Technologies, Inc. or otherwise, or which arise out of the use or misuse by Purchaser, its employees or others, of the equipment supplied hereunder. Purchaser's exclusive remedy against System technologies, Inc. for any such damages shall be for the repair or replacement of the equipment or parts thereof, as set forth above.