

LIMITED WARRANTIES

- (a) Capewell warrants to Buyer that at the time of delivery, Capewell will have good title to all goods supplied to Buyer and the right to convey title to such goods to Buyer free and clear of all liens. Capewell further warrants to Buyer that, for a period of one (1) year from the delivery date, all goods will materially conform to the specifications, drawings, samples, or other description furnished or specified by Buyer and agreed to in writing by Capewell and will be free from material defects in material and workmanship. Capewell further warrants that any services it provides hereunder will be performed in a workmanlike manner in accordance with generally recognized industry standards for similar services. The warranties stated in this Section are the only representations and warranties Capewell has given Buyer in connection with the provision of goods or services to Buyer.

THIS ONE YEAR WARRANTY IS LIMITED TO ITS PRECISE TERMS AND PROVIDES EXCLUSIVE REMEDIES, EXPRESSLY IN LIEU OF ALL OTHER REMEDIES OF ANY NATURE WHATSOEVER, INCLUDING CLAIMS FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CAPEWELL NEITHER MAKES NOR ASSUMES ANY OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER BUYER, NOR ANY SUB-DISTRIBUTOR, REPRESENTATIVE, AGENT OR DEALER UNDER IT, NOR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR CAPEWELL ANY OBLIGATION OR LIABILITY NOT STRICTLY IN ACCORDANCE WITH THE FOREGOING, OR TO REPRESENT THAT CAPEWELL MAKES ANY OTHER WARRANTY OR GUARANTEE. All other warranties Capewell or anyone purporting to represent Capewell may have given, or which may be provided or implied by law or commercial practice, ARE HEREBY EXPRESSLY EXCLUDED. Capewell shall not be liable for a breach of the warranties set forth herein unless: (i) Buyer gives written notice of the defective goods or services, as the case may be, reasonably described, to Capewell within five (5) days of the time when Buyer discovers or ought to have discovered the defect and such notice occurs within one (1) year from the delivery date or the performance of the services; (ii) if applicable, Capewell is given a reasonable opportunity after receiving the notice of breach of the warranty to examine such goods and Buyer (if requested to do so by Capewell) returns such goods to Capewell's place of business at Capewell's cost for the examination to take place there; and (iii) Capewell reasonably verifies Buyer's claim that the goods or services are defective or otherwise breach the warranties in this Section. Capewell shall not be liable for a breach of the warranties set forth in this Section if: (x) Buyer makes any further use of such goods after giving Capewell notice of the warranty breach; (y) the defect arises because Buyer failed to follow Capewell's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; or (z) Buyer alters or repairs such goods without the prior written consent of Capewell. Subject to the foregoing limitations, with respect to any goods or services that are defective or otherwise breach these warranties, Capewell shall, in its sole discretion, either (1) repair or replace such goods (or the defective part), or repair or re-perform the applicable services or (2) credit or refund the price of such goods or services at the pro rata contract rate provided that, if Capewell so requests, Buyer shall, at Capewell's expense, return such goods to Capewell. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE

REMEDY AND CAPEWELLS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.

- (b) Products manufactured by a third party (“Third-Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the goods. Third-Party Products are not covered by the warranty in this Section. For the avoidance of doubt, CAPEWELL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.