



WARRANTY

Annexair Inc. warrants products manufactured by it to be free of defects in workmanship and material under normal use and service for a period of 12 months from start-up or 18 months from date of original shipment, whichever occurs first. Annexair Inc. obligation under this warranty is limited to repair or replacement, at its factory, of any part or parts of Annexair units which Annexair's examination shall disclose to its satisfaction to have been defective. This warranty does not cover labor or any other costs associated with removal or replacements of warranty parts, which will be billed to the customer upon completion of warranty work.

All freight charges on warranty repairs or replacements are the responsibility of the customer. All Annexair parts or units repaired or replaced under this warranty will be shipped to the customer F.O.B. Annexair's factory. Annexair units (as distinguished from Annexair parts) must not be returned to Annexair's factory without Annexair's prior written permission.

This is Annexair's sole warranty. Annexair makes no other warranty of any kind whatsoever, expressed or implied; and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Annexair and excluded from this warranty.

Annexair has not authorized any person or entity to assume any obligation for it in connection with the sale of Annexair units. This warranty does not cover physical damage resulting from corrosion, dirt, dust, or other foreign materials. This warranty shall not apply to any Annexair units or Annexair unit parts which: (1) have been repaired or altered outside of Annexair's factor in any manner; or (2) have been subjected to misuse, negligence, or accident; (3) have been operated in any manner contrary to Annexair's printed instructions; (4) have been provided by other and installed in Annexair unit. Under no circumstances shall Annexair be liable to any loss, damage, cost or repair, or incidental or consequential damages of any kind, in connection with the sale, use, or repair of any Annexair units.

Annexair cannot be held responsible for any erroneous design conditions, wrong control sequences or controller's programming which are liable to other implied parties.

Components of Annexair units manufactured by others are subject to any warranty such other manufacturers have extended to Annexair.

Payment will be required in accordance with Annexair's standard terms of net/30 days, and withholding retainage is expressly prohibited. This standard warranty shall become null and void if full payment is not tendered within 60 days of the invoice date for goods delivered and invoiced, excepting instances where invoice dates or amounts were entered erroneously by Annexair. Annexair may reinstate the customer's standard warranty, at its sole discretion, but only on an extended warranty basis, in writing, whereby additional charges will apply.