

SAFEGUARD TECHNOLOGY WARRANTY

1. SAFEGUARD TECHNOLOGY, INC. warrants that the parts or goods manufactured at SAFEGUARD TECHNOLOGY shall be free from defects in material and workmanship. SAFEGUARD TECHNOLOGY, INC.'s obligation under this warranty shall be limited to the repair, replacement, or modification, on a straight time labor basis, F.O.B. point of shipment exclusive of any freight, removal or installation costs of any part or parts which prove defective within five (5) years from date of shipment for Step Covers, Walkway Covers, Ladder Rung Covers and (3) years for Vinyl products, PROVIDED: the parts or goods have been stored, installed, operated and maintained in accordance with generally accepted industry standards as well as the conditions of service and operating instructions specified by SAFEGUARD TECHNOLOGY, INC.; have not been altered or misused; and PURCHASER promptly notifies SAFEGUARD TECHNOLOGY, INC. within the warranty period of the defect. The effects of normal wear and tear, including abrasion, erosion, and corrosion, are not covered by this warranty. Accessories or equipment supplied by SAFEGUARD TECHNOLOGY, INC. but designed and manufactured by others shall carry only the warranty SAFEGUARD TECHNOLOGY, INC.'s supplier has conveyed to SAFEGUARD TECHNOLOGY, INC.. THE ABOVE WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES EITHER EXPRESSED OR IMPLIED, HEREIN OR ELSEWHERE, OR WHICH MIGHT ARISE UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A SPECIFIED OR INTENDED PURPOSE. THE REMEDY SPECIFIED REPRESENTS THE SOLE LIABILITY OF THE SAFEGUARD TECHNOLOGY, INC. AND THE SOLE REMEDY OF THE PURCHASER WITH RESPECT TO OR ARISING OUT OF THE PARTS, GOODS, OR SERVICES SOLD HEREUNDER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

2. LIMITATION OF LIABILITY

Notwithstanding any other provisions in this agreement, in no event shall SAFEGUARD TECHNOLOGY, INC. or its suppliers be liable, whether arising from the performance of this contract breach of warranty, tort (including negligence and strict liability), breach of contract or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruptions, cost of purchased or replacement power, claims of customers, cost of money, loss of use of capital or revenue, fines and penalties assessed or levied against the PURCHASER based on the operation, non-operation or use of the parts or goods, or for any special, incidental or consequential loss or damage of any nature arising at any time from any cause whatsoever.

3. MAXIMUM LIABILITY

Except where previously limited or excluded, SAFEGUARD TECHNOLOGY, INC.'s cumulative maximum liability arising from any cause whatsoever, including but not limited to breach of contract, tort (including negligence), strict liability, breach of warranty, or otherwise, shall not exceed the contract price, as of the date of sale. The contract price shall be defined as the per-unit price and the maximum liability shall be based on the price of the unit(s) involved