



MFCP REMANUFACTURED COMPONENT LIMITED WARRANTY AND TERMS

- (a) **Limited One Year Warranty:** MFCP warrants all remanufactured components it sells to be free from defects in workmanship during Purchaser's normal and customary use for a period of one year following the date of shipment or delivery by MFCP to Purchaser. Purchaser must give written notice of any defect or breach of this warranty within one year following the date of shipment or delivery. Purchaser must retain possession of any product it claims is defective and subject to this warranty until MFCP has completed its inspection either at Purchaser's place of business or at an MFCP business location as MFCP designates, freight prepaid. MFCP will replace or repair any defectively remanufactured component it sells within one year following the date of shipment or delivery of the defective product to Purchaser without charge, F.O.B. MFCP's business location. MFCP will not be responsible for any costs or charges for labor or goods to repair, service, or replace any product, including allegedly defective products subject to MFCP's limited warranty, made by any person or entity other than MFCP without MFCP's prior written consent expressly authorizing Purchaser to incur such expenses at MFCP's expense.
- (b) **DISCLAIMER OF ALL IMPLIED WARRANTIES:** MFCP MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS OR COMPONENTS MANUFACTURED OR REMANUFACTURED BY ANY OTHER PERSON OR ENTITY. MFCP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MFCP DOES NOT WARRANT THAT ALL REMANUFACTURED PRODUCTS WILL CONFORM TO THE ORIGINAL MANUFACTURER'S PRODUCT SPECIFICATIONS.
- (c) **LIMITATION ON CONSEQUENTIAL AND OTHER DAMAGES:** IN NO EVENT WILL MFCP BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OR OPERATION OF REMANUFACTURED COMPONENTS MFCP SELLS TO PURCHASER. SELLER'S LIABILITY TO PURCHASER, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE PURCHASER HAS PAID TO SELLER. PURCHASER'S SOLE AND EXCLUSIVE WARRANTY IS MFCP'S LIMITED ONE YEAR WARRANTY STATED ABOVE. IN NO EVENT WILL MFCP BE RESPONSIBLE FOR ANY COST OR EXPENSE PURCHASER INCURS TO REMOVE, TRANSPORT, OR OTHERWISE HANDLE ANY ALLEGEDLY DEFECTIVE PRODUCT NOR WILL MFCP BE LIABLE FOR ANY COST OR EXPENSE PURCHASER INCURS TO REPLACE OR INSTALL PRODUCTS OR IN ANY OTHER REMEDIAL ACTIVITY.
- Purchaser is solely responsible for its use of the remanufactured products and ensuring that such remanufactured products are appropriate for Purchaser's intended use. Purchaser will indemnify, defend, and hold MFCP and its officers, directors, agents, and personnel harmless from any claim arising out of or relating to Purchaser's use of a remanufactured product.
- (d) **GENERAL:** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party. This agreement shall be governed by and construed in accordance with the laws of the state of Colorado, without reference to conflict of laws principles. This agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.