

WARRANTY

PROCESS

PRODUCTS COVERED

AUTO-purge III

AUTO-purge/CEM

CAMS

WARRANTY

Air Monitor Corporation (hereinafter referred to as "Seller") warrants that at the time of shipment, products sold pursuant to this contract will be free from defects in materials and workmanship, and will conform to the specifications furnished or approved in writing by Seller. No warranty is given that delivered products will conform to catalog sheets, data sheets, and the like, which are subject to change without notice.

Seller will repair or replace, at its option, any products listed under this warranty which is returned freight pre-paid to Seller within the earlier of two (2) years after start-up or twenty-seven (27) months after shipment that, upon test and examination, proves defective within the terms of this warranty. The warranty period for any item repaired or replaced shall be for the time remaining on the warranty period of the original components. Purchaser shall notify Seller in writing of such defect within sixty (60) days of discovery of the defect.

This warranty does not extend to any product sold by Seller which has been the subject of misuse, neglect, accident, damage or malfunction caused by interconnection with equipment manufactured by others, improper installation or storage, or used in violation of instructions furnished by Seller, nor does it extend to any product which has been repaired or altered by persons not expressly approved by Seller. Nor does Seller warrant equipment against normal deterioration due to environment; nor items such as thermocouples, electrodes, and similar items subject to wear or burnout through usage. Adjustments for items or equipment not manufactured by Seller shall be made to the extent of any warranty of the manufacturer or supplier thereof.

Seller shall not be liable for any special or consequential damages or for loss of damage, directly or indirectly arising from the use of the products. Seller's warranty shall be limited to replacement of defective equipment and shall not include field removal and installation expenses.

The warranty set forth above is in lieu of all other warranties either express or implied and constitutes the full extent of Air Monitor Corporation's liability to the customer, or any other party for breach of warranty. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS SET FORTH HEREIN. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE PARTICULARLY DISCLAIMED.

