



LIMITED WARRANTY

TriMark proprietary products are warranted against defects in workmanship for a period 12 months following the date of delivery to TriMark's customer. Where TriMark does not have design control with regard to customer supplied products, materials or specifications, the warranty is limited to non-conforming product.

This warranty is expressly limited to persons who purchase TriMark's products for the purpose of resale or use in the ordinary course of the buyer's business. This warranty does not cover any product that (1) exceeds published engineering specifications; (2) has been abused, misused, disassembled, altered, or improperly installed; (3) is used in an application not previously approved by TriMark; (4) is used in a manner inconsistent with any instructions regarding its use; (5) or is destroyed/damaged by fire, lightning or an act of God.

This warranty is exclusive, and TriMark makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products manufactured and sold by it, whether as to sale-ability, fitness for a particular purpose or any other matter. Without prior written authorization from the Board of Directors, no agent, employee or representative of TriMark has any authority to bind TriMark to any affirmation, representation or warranty concerning TriMark products or parts, except as stated herein.

If any product supplied by TriMark is found to be defective by TriMark in its sole discretion, TriMark reserves the right to replace, rework, repair, or give credit for defective product. TriMark will replace such defective product exclusive of any labor, shipping, transportation or delivery cost associated with the replacement. TriMark will not be responsible for the cost of removal of a defective product. This remedy shall be the exclusive remedy available for any defects in the products manufactured and sold by TriMark or for damages resulting from any other cause whatsoever, including without limitation, TriMark's negligence. TriMark shall not in any event be liable to any buyer for consequential or incidental damages of any kind, whether for defective or non-conforming goods, negligence, on the basis of strict liability or for any other reason. The purpose of this exclusive remedy shall be to provide the buyer with replacement of products or parts sold by TriMark found to be defective in workmanship or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as TriMark is willing and able to replace said defective products or parts in the prescribed manner.