

Koroseal Interior Products, LLC ("Koroseal") warrants to Customer that the Reatec products (the "Reatec Products") sold by Koroseal will be free from defects in materials and workmanship for five (5) years from the date of shipment.

WARRANTY COVERAGE IS SUBJECT TO THE CONDITION THAT THE REATEC PRODUCTS ARE INSTALLED BY KOROSEAL CERTIFIED DEALER/INSTALLERS IN ACCORDANCE WITH INDUSTRY STANDARDS APPROVED BY KOROSEAL.

In the event Koroseal determines that any Reatec Product supplied by Koroseal does not meet any warranty, Koroseal will replace each such Product or (at Koroseal's option) shall refund the net purchase price (after cash and other discounts). All warranty claims are subject to prorated charges for any service rendered during the warranty period.

No warranty claim will be allowed by Koroseal with respect to any Reatec Product purchased for further processing unless Koroseal is notified of any alleged defect within 30 days after delivery to Customer and Koroseal is provided with reasonable opportunity to examine the Product before its use or further processing. This warranty is subject to the further conditions that Customer notifies Koroseal immediately in the event any Product at any time demonstrates any defect in materials or workmanship.

Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or alteration of the Reatec Product(s) by persons other than Koroseal employees, combining incompatible products, use of incompatible products, use of incompatible materials, accessories or supplies, fires, floods and other similar and dissimilar natural causes, damage, neglect, alteration, or any impairment of the Reatec Product(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or any acts, omissions, causes or events beyond the control of Koroseal. Furthermore, warranty coverage does not extend to any defect in the Reatec Product(s) caused by (a) storage, handling, installing or processing the Reatec Product(s) under environmental conditions exceeding those recommended by Koroseal or generally accepted by industry for the Reatec Product(s), (b) any storage, handling, manufacturing, installation or fabrication process used by Customer involving the Product(s) or (c) any installation of the Reatec Products other than by Koroseal-certified installers in accordance with Koroseal's generally accepted industry standards, practices and recommended use.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO KOROSEAL, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF KOROSEAL. NONE OF KOROSEAL OR ANY OF ITS AFFILIATES ASSUMES (AND NOT HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

LIMITATION OF LIABILITY

CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE PRODUCTS ARE SET FORTH HEREIN. NONE OF KOROSEAL AND ITS AFFILIATES WILL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS, including (by way of example and not by way of limitation) any damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to associated equipment or to facilities, costs of capital or labor, costs of substitute products or facilities, cost of substitute or replacement products or services, costs associated with loss of goodwill or reputation, costs associated with downtime, damages or replacement costs related to tools, building materials, furnishings, or decorations, and any similar and dissimilar damages, expenses, or losses, whether any such liability is based on contract, tort, or other legal or equitable principles. IN NO EVENT SHALL KOROSEAL'S OR ANY OF ITS AFFILIATE'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.