

The BriskHeat Corporation (hereinafter referred as ("BriskHeat™) warrants to the original purchaser for the period of eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever comes first, that the products manufactured by BriskHeat: (A) conform to the description and specifications as set forth in BriskHeat™s current catalogue or in the quotation and drawings submitted by BriskHeat: and (B) are free from defects in materials and workmanship under prescribed use and service. Remedy. BriskHeat™s obligation and the exclusive remedy under this warranty shall be limited to the repair or replacement, at BriskHeat™s option, of any parts of the product which may prove defective under prescribed use and service within eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever comes first, and which, following BriskHeat™s examination, is determined by BriskHeats to be defective under conditions described herein: provided, BriskHeat has, at its option, a representative of BriskHeat present at start-up. BriskHeat shall not be liable for any incidental, consequential or special damages arising from any breach of warranty, breach of contract, negligence, or any other legal theory, including but not limited to, loss of use of parts or equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, overhead, downtime costs, or claims of customer of purchaser for such damages. This remedy does not include labor costs for installation or removal of the equipment or parts covered by this warranty, and BriskHeat shall not be responsible for such labor costs. Limitation. This warranty shall not apply to any product or part thereof which has been subject to accident, negligence, alteration, damage during shipment, improper service, abuse, or misuse, including but not limited to use beyond rated capacity. BriskHeat makes no warranty whatsoever with respect to accessories or parts not supplied or manufactured by BriskHeat. BriskHeat™s obligation under this warranty shall be conditioned upon BriskHeat™s receiving written notice of any defect within fifteen (15) days after its discovery, and, at BriskHeat™s option, return of such equipment or parts prepaid to its factory at 1055 Gibbard Ave., Columbus, Ohio 43201. Disclaimer. BRISKHEAT MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH ABOVE. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF BRISKHEAT HAS ANY AUTHORITY TO BIND BRISKHEAT TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY COVERING THE SALE OF ANY PRODUCT, AND UNLESS SUCH AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR RERESSENTATIVE IS SPECIFICALLY ENDORSED IN WRITING BY BRISKHEAT, IT SHALL NOT BE ENFORCEABLE BY ANY BUYER. BRISKHEAT MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND NO EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, EXCEPT AS IS EXPRESSLY SET FORTH ABOVE. BRISKHEAT SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. This warranty allocates risk between the purchaser and BriskHeat as authorized by the Uniform Commercial Code and other applicable law.