

PRODUCT WARRANTY

Fibergrate warrants to the end user of the Products that for a period of three years from the date of delivery to the end user the Products will conform to the Specifications as published on the date of delivery to Distributor.

FIBERGRATE DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE, (C) ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE AND (D) NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

Buyer's sole and exclusive remedy for nonconforming Products shall be, at Fibergrate's option, the replacement or repair of the Products or refund of purchase price (without interest).

No repair or replacement shall extend any warranty period.

