

STANDARD LIMITED WARRANTY – SALES & SERVICE

MATERIALS:

Materials supplied, but not manufactured by Enginuity shall carry the manufacturer's warranty and such manufacturer's warranty shall be assigned to the Customer. On such products, Enginuity makes no separate or additional express or implied warranty. Enginuity, at its sole discretion, may act as a mediator between the manufacturer and the purchaser in the event of a warranty dispute.

MATERIALS MANUFACTURED BY ENGINUITY:

Enginuity has manufactured only those materials identified as such in the purchase order and warrants such materials for a period of one (1) year following installation.

SERVICES:

Enginuity field services are warranted for a period of 90 days following customer's written acceptance of the work. Enginuity must be notified, in writing, within 30 days, after a warranty deficiency is discovered. Purchaser must promptly inspect the complete work and give written acceptance prior to Enginuity's leaving Owner's premises. At such time, Owner must identify in writing any deficiencies and claims relating to the work discovered prior to such departure, or such deficiencies and claims shall be waived.

LIMITED WARRANTY:

Except for items covered by a manufacturer's warranty, Enginuity warrants to purchaser that the products provided by Enginuity will be free from defects in materials and workmanship under normal use and service for the stated times listed above. Should a part or system purchased from Enginuity fail due to defects in materials or workmanship, Enginuity at its discretion, will repair or replace the defective part or system either at its facility or through a designated authorized repair center. Transportation charges for goods returned to Enginuity, will be prepaid.

Enginuity shall not be responsible or liable for:

Any failure resulting from Owner or operator abuse or neglect, including but not limited to, any operation, installation, application, or maintenance practice not in accordance with guidelines or specifications established by Enginuity; or

Any failure resulting from unauthorized modifications or repairs of the Products; or

Any failure resulting from overload, overspeed, overheat, other abuse, accident, improper storage, ingestion of foreign material, damage from a natural disaster or the weather; or

Owner's failure to promptly provide notice of a claimed defect; or

Repair or replacement of a covered failure performed with non-genuine Enginuity parts; or

Repairs or replacement of a covered failure performed by a contractor or distributor not authorized by Enginuity; or

Failure to make Products available to Enginuity or its authorized representatives for repair or replacement work; or

Labor required to remove claimed defective Product from service or install repaired materials.

THE FOREGOING SETS FORTH ENGINUITY'S ONLY OBLIGATIONS, EXCEPT AS TO TITLE, AND OWNER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES, AND THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISE BY ENGINUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ENGINUITY BE LIABLE FOR ANY DIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, OR COVER (WHETHER DENOMINATED IN CONTRACT, TORT STRICT LIABILITY, NEGLIGENCE, OR OTHER THEORIES AND WHETHER ENGINUITY WAS AWARE THAT ANY SUCH DAMAGE MIGHT ARISE) ARISING OUT OF THIS AGREEMENT OR THE USE OF ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. ENGINUITY' SOLE OBLIGATIONS SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS, SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN.

ANY ACTION ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED. SUCH REQUIREMENT SHALL NOT EXTEND THE DURATION OF ENGINUITY' OBLIGATION TO REPAIR OR REPLACE.

BINDING ARBITRATION:

All disputes and claims between the parties which may arise out of or in connection with this Contract shall be settled by good faith negotiation between an executive level representative of each party. If the parties are nonetheless unable to reach agreement, such dispute shall be resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association according to its rules of Commercial Arbitration then in force. The arbitration shall take place in Ft. Collins, Colorado, before one arbitrator. The language to be used in the arbitration shall be English. The law of Colorado shall govern. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction.