

Industrial Control Development, Inc. (ICD), Vancouver, Washington, warrants only:

- 1 That OPACI-COAT will meet ICD's sales and technical specifications which are in effect on the date these goods are manufactured, reserving the right, without prior notice, to change any such sales or technical specifications and other descriptive material, as the goods are altered or improved;
- 2 That OPACI-COAT will not flake, peel, chip, blister or develop any noticeable color change for a period of ten (10) years from the date of manufacture, when used, installed and applied in accordance with the following terms and conditions:
 - a That the goods have been applied by an Approved Factory Fabricator in a facility covered in an Approved Factory Fabricator Agreement, and under the direct supervision and direction of personnel trained and certified by ICD and with the prerequisite knowledge in accordance with the application instructions and specifications in effect from ICD on the date of application, and
 - b That the finished product has not been damaged from mishandling, misuse, abuse or purposeful neglect either before, during or after application or installation of the goods.
- 3 That ICD will convey good title to the goods, and;
- 4 That the goods will be delivered free from any lawful security interest, lien or encumbrance unknown to the original purchaser.

The above warranties are made in lieu of all other written or unwritten, express or implied warranties, and this sale is made on the express understanding that there is no implied warranty of merchantability and that there is no implied warranty of fitness for a particular purpose of the goods sold. Original purchaser acknowledges that it is not relying on ICD's skill or judgment to select or furnish goods suitable for any particular purpose and that no other representations were made to it or relied upon by it with respect to the quality and function of the goods.

The above warranties are extended only to the original purchaser of this product, which as used in this warranty, shall be deemed to mean the person to whom the goods were originally sold by ICD. In those areas or countries where ICD products are sold through a reseller/distributor, original purchaser shall be deemed to be that person originally purchasing the product from the reseller/distributor rather than from ICD. Original sale shall be that sale from reseller/distributor to user/purchaser.

ICD shall not be liable for any incidental or consequential damages. Original purchaser's exclusive remedy, and ICD's sole liability for any claim or cause of action arising under this agreement, or from the goods supplied, is expressly limited to either:

- a Replacement or refund of the purchase price of all goods shown to be other than as warranted, at ICD's option, or;
- b Payment not to exceed 300 percent (300%) of the purchase price not including freight actually paid for the specific goods for which damages are claimed.

Except for the warranty in Part 2, above, any refund or replacement is conditioned upon original purchaser giving ICD notice within fifteen (15) days from the date of shipment by ICD that the goods are other than as warranted. Failure by original purchaser to give this notice within the fifteen day period constitutes a waiver by the original purchaser of all claims under this agreement as with respect to the goods. If requested by ICD, all unconsumed goods alleged by original purchaser to be other than as warranted, shall be returned to ICD, transportation charges prepaid.