

VIBRATION MANAGEMENT CORPORATION

3532-A EAST TC JESTER , BROOKWOOD BUSINESS PARK , HOUSTON , TEXAS 77018 , U.S.A

INTERNET ADDRESS: www.vimco.biz

LIMITED WARRANTY

Subject to terms and conditions herein, Vibration Management Corporation ("VIMCO") warrants to the original owner at the original installation site that products manufactured by VIMCO ("Products") comply, at the time of manufacture, with VIMCO literature, and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment from factory, whichever shall be less (the "Warranty Period")

REMEDY

- A. The sole remedy for breach of this warranty is expressly limited to the repair or ex-factory replacement of refund of VIMCO ex-factory sale price. (at VIMCO's sole option) of any Product found to have manufacturing defects under conditions of normal use within the Warranty Period. Installation is not included.
- B. The owner must notify the original installer of the Product and VIMCO (Attn: Warranty Claims, 3532-A East TC Jester, Houston, TX 77018), in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to factory or other designated facility for repairs of any Products or components of Products alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

VIMCO shall have no liability for:

- A. Incidental, special or consequential damages such as loss of the use of products, facilities or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards. as of the time of shipment.
- C. Any damage to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperatures or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any Product for any particular application.
- F. Any failure resulting from misuse, modification not authorized by VIMCO in writing, improper installation or lack of improper maintenance.
- G. Equipment furnished by owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.

VIMCO's liability under this warranty shall not in any case exceed the VIMCO ex-factory sale price for the Product found to be defective.

THIRD-PARTY WARRANTIES

For goods or components not manufactured by VIMCO, above mentioned warranty obligations of VIMCO shall be limited by the warranty actually extended to VIMCO by its vendors.

SEVERABILITY

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

NO OTHER WARRANTIES

VIMCO makes no implied warranty of merchantability or fitness for particular purpose, or other warranties with respect to any products or services except as expressly set forth in this limited warranty.

<u>Notes / Remarks :</u>	<u>Project</u> :		Title : LIMITED WARRANTY CERTIFICATE	<u>Drawing no.</u>
	<u>Client</u> :			S-1100.91
	<u>Consultant</u> :			
	<u>Representative</u> :			Rev. 0