

## Warranty

Extractor Corporation ("EC") warrants to the purchaser of their manufactured equipment that for one (1) year after purchase, the equipment shall be free from any defects in workmanship.

Purchaser agrees that as a pre-condition to any EC liability hereunder, purchaser shall fully inspect all goods immediately upon delivery to purchaser and shall give EC written notice of any claim or purported defect within ten (10) days after the discovery of such defect. As a further pre-condition to any EC liability hereunder, purchaser shall return said purportedly defective equipment, freight prepaid, to the plant of the manufacturer. EC shall inspect all returned equipment, and, if said equipment is found defective, shall, at its option as purchaser's sole and exclusive remedy, repair or replace such equipment or any defective component or part thereof which proves to be defective, or refund the net purchase price paid by the original purchaser. Alterations or repairs by others or operation of such equipment in a manner inconsistent with EC accepted practices and all operating instructions shall void this warranty. EC shall not be liable for defects caused by the effects of normal wear and tear, erosion, corrosion, fire or explosion.

EC's sole and exclusive liability under this warranty is to the original purchaser and shall not exceed the lesser of the cost of repair, cost of replacement, or refund of the net purchase price paid by the original purchaser, EC is not liable for any other losses, damages, or costs of delays, including incidental or consequential damages. **EC SPECIFICALLY MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OTHER THAN OR WHICH EXTEND THOSE WARRANTIES EXPRESSED HEREIN.**