



LIMITED WARRANTY OF WEDLAKE FABRICATING, INC.

LIMITED WARRANTY: Wedlake Fabricating, Inc. (hereafter "Wedlake") warrants its manufactured generator related product(s) to be the kind and quality described in Wedlake's specifications and to be free from defects in materials or workmanship for a period of twelve (12) months from the date of delivery, such date as indicated by invoice. Warranty on paint finish is limited to adhesion only. Should Wedlake be notified within twelve (12) months from the date of delivery of any failure of its manufactured generator related product(s) to conform to this warranty and upon substantiation that the product has been stored, installed, operated, and maintained in accordance with Wedlake's specifications, instructions, recommendations and recognized industry practice (when not in conflict), and not improperly specified by Buyers, subject to misuse, unauthorized repair, neglect, alteration, or accident, Wedlake shall correct such defects by suitable repair or replacement, at Wedlake's sole option, of any components or parts determined by Wedlake to be defective. Purchased items such as pump controls, exhaust components, spring isolators, etc. are covered by their original manufacturer's warranty and are excluded from Wedlake's twelve (12) months warranty. Wedlake will assist in filing of warranty claim. Parts supplied by Buyer for inclusion in finished equipment are not covered by this warranty. Any modification of this warranty must be in writing and signed by an authorized Wedlake representative.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND WEDLAKE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN.

LIMITATION OF LIABILITY: Wedlake shall not, under any circumstances, be liable for indirect, incidental or consequential damages, including, but not limited to, damage or loss of purchased or replacement goods, loss of income or profits, claims for service interruption or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the liability of Wedlake with respect to any contract, or anything done in connection therewith such as manufacture, sale, delivery, resale or use of any goods fabricated, assembled or finished by Wedlake whether arising out of contract, strict tort, or under any warranty or otherwise, shall not, except as expressly stated herein exceed the price paid for the goods upon which such liability is based. Unless otherwise agreed in writing by Wedlake, the purchaser shall bear and pay any expense for freight or transportation of the goods to return them to Wedlake and for delivery of the repaired or replacement goods. Repair or replacement shall be scheduled according to the normal work flow of Wedlake and shall be subject to and dependent upon the availability of component parts.

THIS WARRANTY IS THE COMPLETE AND EXCLUSIVE WARRANTY OF WEDLAKE. IT SUPERSEDES ANY PRIOR STATEMENTS OR AGREEMENTS, WRITTEN OR ORAL, WITH REGARD TO THE SUBJECT MATTER HEREOF.