



Gast Limited Warranty – Products

- 1) Seller warrants to Buyer that (i) each Product will be free of defects in workmanship and material, and (ii) if the Final Proposal states that a Product is to conform to specified drawings or samples or be made of specified materials, such Product will conform within any specified or customary tolerances to the specified drawings and samples and be made of the specified materials.

2)

In the event of a breach of the warranty set forth in subparagraph a above, Buyer must notify Seller thereof within the warranty period for such Product. Unless Buyer notifies Seller of a breach of the warranty set forth in subparagraph a above within the warranty period for a Product, Seller shall have no liability or obligation with respect to a breach of the warranty set forth in subparagraph above.

- 3) If a warranty period is stated in a Final Proposal, the warranty period for a Product shall be the warranty period stated in the Final Proposal. If a warranty period is not stated in a Final Proposal, the warranty period for a Product shall be as follows:

Gast Products	12 Months
JUN-AIR Products	24 Months

The warranty period for all Products commences on the date the Product is deposited by Seller with the carrier for shipment.

- 4) Buyer's sole and exclusive right and remedy, and Seller's sole and exclusive liability and obligation, for a breach of the warranty set forth in subparagraph a above shall be that Seller will either repair or replace the relevant Product or refund or credit to Buyer the price Buyer paid therefor. Seller reserves the right to use reconditioned parts for warranty repairs and to use reconditioned Products for warranty replacements. The decision whether to repair, replace, refund or credit or to use reconditioned parts or Products shall be made by Seller in its sole discretion. Repaired Product and replacement Product shall be warranted only for the remainder of the original warranty period.
- 5) Seller shall have the right to require that a Product that is the subject of a warranty claim be returned to Seller or another Gast/JUN-AIR Unit for inspection and evaluation. In returning Products, Buyer shall comply with Seller's Return Goods Policy (See Paragraph 15 (Returns) below).
- 6) The warranty set forth in subparagraph a above will not apply, and Buyer shall have no right or remedy and Seller shall have no liability or obligation under the warranty set forth in subparagraph a above, if:
- a Product is altered, changed, modified or tampered with in any way, other than an alteration, change or modification made by or with the authorization of Seller;
 - a Product is damaged after deposit with the carrier for shipment;
 - a Product is not properly preserved, packaged, stored, processed or handled after receipt (In the case of a Product that is static sensitive and capable of being degraded, damaged, or destroyed by electrostatic charges or discharges, the following EDS requirements apply: (A) such Product must be preserved, packaged, and stored in a manner that prevents exposure



to the generation or discharge of electrostatic voltages; and (B) such Product must be processed and handled in accordance with IEC 61340-5-1 Ed. 1.0b:2007 Electrostatics - Part 5-1.);

- iv. a Product is not used and maintained in accordance with Seller's recommended operating and maintenance manuals, instructions and procedures, if any;
- v. a Product is not properly incorporated or installed in, or not properly combined with, an Other Product;
- vi. the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, a failure, substandard performance or other issue with another product, material, component or part not supplied by Seller or another Gast/JUN-AIR Unit, including but not limited to, a product, material, component or part supplied by Buyer or from a source directed by Buyer;
- vii. the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, compliance with any design, specification or other specific requirement of Buyer;
- viii. a Product is used in a manner, with a substance or for a purpose other than the normal manner, substance and purpose for which it is intended or is otherwise subjected to abnormal use or service
- ix. a Product is subjected to a power surge, brown out or other similar occurrence;
- x. the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, normal wear and tear of such Product (including, without limitation, things such as worn seals, breakage of syringe needles, etc.);
- xi. the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, reagents or other substances used in or with such Product (including, without limitation, things such as clogged passages or valves, damage due to corrosive or insoluble substances, etc.);
- xii. a Product is used for a purpose or application for which it is unfit, unsuitable or inappropriate (whether or not a particular use or application for a Product is identified, Buyer shall be solely responsible for determining the fitness, suitability and appropriateness of Products for the purposes and applications for which they are used by Buyer and its customers); or
- xiii. the issue with a Product is directly or indirectly attributable to, or directly or indirectly results from or arises out of, a changes in safety, health or other governmental or regulatory standards, mandates or other requirements after the date of manufacture of such Product.

To Contact Gast Manufacturing, Inc.:

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