Product Warranty 3

The Williams Brothers Corporation of America (the "Seller") provides the following warranty of its goods: All goods sold hereunder are warranted to be free from defects in material and workmanship for a period of one (1) year. The purchaser agrees that he will inspect the goods upon delivery. Every claim for defective material or workmanship or negligence or from any other cause shall be deemed waived by the purchaser unless made to the Seller in writing within ninety (90) days of the date of shipment from purchaser to purchasers' customer provided that all such claims for goods restocked for resale must be submitted in writing to the Seller within one (1) year from receipt by purchaser of the goods to which such claims relate. Defective goods for which a valid claim has been made shall be returned to the Seller and defective goods so returned will be replaced or repaired without charge, but the Seller shall not be liable for any other loss, damage or expense, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES. directly or indirectly arising from the condition or use of the goods or from any other cause, the exclusive remedy against the Seller being to require the replacement or repair of defective goods. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED TO THE PURCHASER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE **IMPLIED WARRANTIES OF MERCHANTABILITY** AND FITNESS FOR A PARTICULAR PURPOSE.

