



## **U.S. WARRANTY**

All products sold by OnePointe Solutions, LLC d/b/a ChemTops (hereinafter referred to as “ChemTops”) shall conform to the Customer’s written specifications for such products and shall be free of defects in material and workmanship for a period of one year from the date of shipment. Product performance with regard to heat resistance, chemical resistance or physical properties will meet or exceed the published test results. ChemTops expressly disclaims any warranty based on testing of product samples.

If a Customer notifies ChemTops within 30 days after the expiration of the warranty period of a failure of a product under this warranty, ChemTops shall conduct an inquiry to determine the nature and source of the defect. If the defect is covered by the warranty, ChemTops shall replace the product or correct the defect, at ChemTops’s option, without cost to the Customer. ChemTops’s liability for breach of warranty shall be limited to replacement of materials or repair of the defective product until the defect is corrected. It does not include any repairs, adjustments, alterations, or replacements required as a result of normal wear and tear, installation not in accordance with the installation and layout instructions provided by ChemTops with the product, use of the product in a manner for which the product was not designed or Customer error or omission in specifications provided to ChemTops. This warranty does not include expenses incurred by the Customer to correct defects in ChemTops product without prior written authorization from ChemTops. ChemTops shall not be liable for any incidental or consequential damages of a Customer arising from breach of ChemTops product warranty, including (without limitation) the Customer’s loss of use or loss of profit.

With respect to third-party chemical resistant products sold by ChemTops, ChemTops provides a manufacturer’s pass-through warranty for chemical resistant products acquired from or through a third-party manufacturer or distributor and resold to the Customer. The pass-through warranty shall be consistent with third party’s then-current warranty provisions for such chemical resistant products. The pass-through warranty will exist solely between the manufacturer and the Customer. However, the warranty will be administered by ChemTops and begins on the date that the chemical resistant products are delivered to the Customer. Warranty on third party chemical resistant products is limited to the repair or replacement, at ChemTops’ discretion, of any defective products. ChemTops is not responsible for third-party manufacturer modifications in original product specifications or product changes made during warranty period. ChemTops disclaims all liability related to such third-party chemical resistant products. Repairs or replacement will be completed within

approximately 30-days of receipt. ChemTops may, at our sole discretion, provide options for repair if this is judged to be more cost-effective and convenient. All warranty claims should be reported by calling (866) 539-4716. ChemTops will discern a course of remedy and/or will provide the Customer with return instructions for return of the product or its parts for repair.

THE REPAIR/REPLACEMENT OBLIGATIONS OF CHEMTOPS SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR ALL CONTRACT OR TORT LIABILITIES OF CHEMTOPS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH ABOVE. IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

The foregoing warranty shall be governed by the laws of the State of Texas.