

EQUIPMENT WARRANTY

There are no warranties expressed or implied, made by either the distributor, agent, representative, salesperson, or the manufacturer on any and all new IPS INTERSYSTEM Spray Processing (etching, photopolymer developing & stripping, scrubbing, plating, cleaning, plating and other surface preparation units), manual and automatic plating systems, surface finishing devices, waste treatment, odor control and fume removal equipment except the manufacturer's warranty against defects in materials, workmanship and construction as set forth below:

IPS Incorporated (IPS), a Utah corporation does warrant new equipment manufactured by IPS and delivered to the original retail purchaser, FOB: as designated within the acknowledged customer purchase order or quote, to be free from defects in materials and workmanship under normal usage and service, subject to the following limitations, which by virtue of a purchase order, written or verbal, the buyer agrees to, unless otherwise specified and authorized by IPS in the procurement document:

IPS's obligation under this warranty is limited to the repairing and/or replacement (at IPS's option) and without charge, FOB: IPS factory or regional stocking facility, defective part or parts and labor thereof which shall, within one year from date of original shipment of such equipment or system to the original retail purchaser, be returned to the IPS factory or regional stocking facility (at IPS option) all transportation charges pre-paid by the buyer/customer and which, upon examination by IPS shall disclose or exhibit such warranty defect.

The provisions of this warranty shall not apply:

To any equipment as identified above that has been subject to misuse, negligence, or accident, or which shall have been repaired or altered by an unauthorized person or procedure outside of IPS's jurisdiction and/or factory in any way so as (in IPS's sole judgment), to affect performance, reliability, service or quality.

To any equipment as identified herein operated beyond the temperature limitations of the materials of construction and specific design parameters.

To any equipment as identified herein used with exothermic liquids, unless an appropriate cooling coil, chiller or temperature limiting device is installed and employed during the time such liquids are in use.

To any equipment as identified herein, whose overtemperature setting, liquid level setting device or other operating safety/security units when so installed by the factory or its authority, have been altered or adjusted by unauthorized people.

To any equipment as identified herein that contain devices such as bearings, seals, and similar components which do not carry or are not warranted by the manufacturer.

To specific devices within the equipment identified herein, such as heaters, temperature controllers, electrical control devices, chillers, meters, motors, etc., which carry the specific manufacturer's warranty. A copy of which is usually furnished within the owner/operating manual furnished with system delivered.

IPS INCORPORATED IS NOT LIABLE FOR ANY OTHER DAMAGES, LOST TIME, LABOR, MATERIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF EQUIPMENT MALFUNCTION.

This warranty is expressly in lieu of any other warranty, expressed or implied, including any implied warranty of use or fitness for a particular purpose, and of any other obligations or liability on IPS's part. IPS neither assumes nor authorizes any other persons or company to assume for it any other liability in connection with such new equipment, unless the agreement is part of a contract, purchase order or other buying document agreed to and authorized by signature of a IPS corporate officer.

The foregoing statement is in full accord with S2-316 of the Uniform Commercial Code and identifies all of the buyer's and seller's responsibilities under this warranty.