

WARRANTIES AND DISCLAIMERS:

ASO Safety Solutions, Inc. ("Company") warrants that the product will be free from substantial defects in material and workmanship, and will substantially perform in accordance with the technical specifications set forth in the description of the product for the duration of the warranty period specified below.

The warranty period is twelve (12) months from the date of delivery. Proof of date of delivery must be provided.

The product (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed. During the warranty period, Company will repair or replace any defective item of the product or parts or components of the product promptly reported to Company by customer and which Company determines was defective due to a warranty defect. In the event that Company determines, in its reasonable discretion, that the defect in a product was not caused by customer or a third party, Company shall, at its sole discretion, either (i) remedy the defect, or (ii) replace the defective product, or (iii) provide customer with a refund or credit for the purchase price paid to Company by customer for the defective product.

Company may, at its own discretion and costs, elect to first attempt to repair any defect at Company's facilities in Rockaway, New Jersey, and thereafter, at Company's discretion, travel to customer's location. Labor costs of diagnosis are not included in this warranty. Under no circumstances shall the repair of any product result in an extension of the warranty period granted herein. Customer shall not attempt to repair or resolve any product without the prior consent of Company. Any attempt by customer to repair or resolve any product without the prior consent of Company shall void this warranty. Because the product requires on-going maintenance, the preceding warranty is not a substitute for maintenance services or other support service by Company.

Customer is obligated to carry out an incoming goods inspection within 10 business days after receipt of the products. If customer fails to comply with this obligation, any and all warranty claims shall lapse.

The warranty as to the product does not cover any defect under warranty attributable in whole or in part to (i) non-Company products and services, and any interfaces or links of such to the products, alterations of out-of-specification supplies, (ii) accidents, misuse, negligence or failure of customer to follow instructions for proper use, care and cleaning of the product, (iii) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood), or (iv) failure by customer to comply with Company's specifications.

EXCEPT AS EXPRESSLY STATED AND SET FORTH HEREIN, THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT AND NO SUCH WARRANTIES OR REPRESENTATIONS SHALL BE IMPLIED UNDER ANY APPLICABLE LAW, IN EQUITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY, A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHICH MAY BE IMPLIED UNDER COMMON LAW OR UNDER THE UNIFORM COMMERCIAL CODE OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OF AMERICA.

LIMITATION OF LIABILITY

Unless further limited elsewhere in this Agreement, the entire liability of Company and customer's exclusive remedy for damages from any cause related to or arising out of a warranty defect, regardless of the form of action, whether in contract or in tort, will not exceed the amount of the purchase price for each purchase order for the product which is the subject matter or directly related to the causes of action asserted.

In no event will Company, its agents, subcontractors, suppliers and employees be liable for (a) any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profits or savings, substitute rental or for any other reason, even if Company knew or should have known of the possibility of such losses or damages, (b) claims, demands or actions against customer by any person, except as provided by applicable law.

INFRINGEMENT CLAIMS – INDEMNIFICATION

Company shall indemnify and save customer harmless from any judgements for damages and their costs which may be rendered against customer in any suit brought against customer on account of the infringement of any United States patent or trademark by any products supplied by the Company hereunder, provided that the customer promptly notifies the Company of the commencement of any such suit and authorizes Company to settle or defend such suit as Company may see fit and provided further that customer renders every reasonable assistance which Company may require in defending any such suit.

CREDIT SUSPENSION / PAYMENT ACCELERATION

Company may at will suspend performance of any order, declare a debt's entire balance due or require payment in cash, collateral as security or other adequate assurances satisfactory to Company including but not limited to payment in advance when, because of the financial condition the customer or otherwise Company deems its position regarding the prospect of payment insecure.

CUSTOMER'S CANCELLATION / RETURN OF PRODUCTS

Orders accepted by Company and subsequently cancelled by customer for reasons beyond control of Company are subject to cancellation charges. As to products returned to Company, customer is limited to credit allowance. CASH REFUNDS WILL NOT BE GIVEN. No returns will be accepted without a "Return Authorization Number", this number must be clearly visible on all packages.

RISK OF LOSS

Deliveries of the products are made ex works Company's facilities in Rockaway, New Jersey and risk of loss passes to customer at the time the products are placed at his disposal. Loading and transportation shall be at customer's sole risk and expense and any claim for loss or damage in transit shall be against the carrier only.

CLERICAL ERRORS

Company has the right to correct any stenographic or clerical errors in any of the writings issued by it and is not responsible for the content of such error.