

### **Limited Warranty**

Deansteel Manufacturing Company (Seller) will repair or replace, F.O.B., San Antonio, Texas, any merchandise which proves to be defective in workmanship or material within one year (365 days) from the date of delivery to the Buyer, provided notice of such defect is given to Seller within the one year period (365 days). The foregoing sentence states the entire liability of Seller to the Buyer in respect to all merchandise purchased from Seller. There is no warranty as to merchantability or fitness or any other statutory, implied or expressed warranty.

Deansteel Manufacturing Company shall in no event be liable for loss of profits or other consequential or special damages or for labor or other expenses for adjustments, repairs, replacements or transportation of defective merchandise incurred by the Buyer or Buyer's Customers. Deansteel Manufacturing Company assumes no responsibility for the assembly, installation, erection or construction of any merchandise, and shall in no event be liable for any loss or damage sustained thereby, nor the obtaining of permits to construct, erect, or install merchandise. Deansteel Manufacturing Company shall not be liable for its negligence in the manufacture, sale or delivery of merchandise purchased hereunder.