

**RIVERSIDE MFG.
TERMS AND CONDITIONS,
LIMITED PRODUCT WARRANTY AND
INDEMNIFICATION AGREEMENT**

1. Warranty Coverage.

Subject to the following terms, conditions, limitations and exclusions, Riverside Mfg., LLC (“Riverside”) hereby warrants that, as of the time of delivery to you, Riverside’s direct customer (“Customer”), the products manufactured and sold by Riverside (“Products”) will conform to the applicable Standard Product Design Specifications and shall be free from defects in materials and workmanship under normal use and service for a period of one (1) year, beginning on the date of manufacture from Riverside. Warranty coverage shall deviate from this document only upon written agreement signed by authorized representatives of the parties.

2. Exclusions from Coverage.

This Limited Warranty shall not apply to damages resulting from normal wear and tear on the Products. Additionally, this Limited Warranty shall be voided in the event of any of the following:

- (a) the Products are subjected to abuse, misuse, neglect or accident, which may include such events as electrical current fluctuations, static electricity or environmental conditions;
- (b) the Products are improperly stored or handled;
- (c) the Products are subject to improper use, installation or maintenance that is not in accordance with the recommended uses and instructions provided by or agreed to by Riverside;
- (d) the Products are subject to repairs, alterations or modifications by any person other than Riverside without the prior written consent of Riverside; or
- (e) the Products are used with or installed in any product that has not been previously approved in writing by Riverside.

If Customer fails to provide installation instructions approved by Riverside, Riverside shall have no responsibility for any claims resulting from improper installation or application by Customer or any third party. Further, Riverside shall have no obligation under this Limited Warranty until all invoices for the Products have been paid in full.

3. Warranty Disclaimer.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, RIVERSIDE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS. RIVERSIDE EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND FURTHER DISCLAIMS ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

4. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL RIVERSIDE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON ANY CLAIM ARISING OUT OF BREACH OR FAILURE OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL RIVERSIDE BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) AT ISSUE.

5. Limitation of Remedies.

Under this Limited Warranty, Riverside reserves the right to inspect Product to determine the validity of Customer's claim.

Riverside's obligations, responsibilities and liability shall be limited to one of the following:

1. Repairing or replacing the warranted Product without charge, to the extent the required parts are readily available; or
2. Crediting Customer's account with the price of the warranted Product.

The selection of option (1) or (2) shall be determined at Riverside's sole discretion.

Repair of any warranted product shall not extend the warranty period for the Product as set forth in Section 1 above. No product may be returned to Riverside for repair, replacement or credit until Customer has obtained a Return Material Authorization ("RMA") from Riverside. All warranted Product must be returned to Riverside within thirty (30) days after discovery of any nonconformance, but no more than three (3) weeks after Riverside issues an RMA for such Product. The foregoing remedy shall be Riverside's sole liability and shall be Customer's exclusive remedy.

6. Notice of Claims.

All warranty claims under this Limited Warranty must be submitted to Riverside within a reasonable time, not to exceed thirty (30) days, after the discovery of any nonconformance. If a claim is not submitted to Riverside within the timeframe specified above, Riverside shall have no obligation to honor this Limited Warranty with respect to the Product(s) at issue.

7. Transferability of Warranty.

This Limited Warranty extends only to the original Customer of the Products and is not transferable to any end-user or otherwise

8. Indemnity.

Upon purchasing the Products, Customer agrees that it shall indemnify and hold harmless Riverside in any and all legal allegations, claims, actions or lawsuits (hereinafter "third party claims") allegedly arising from or involving the Product. Said indemnification shall include attorneys' fees, judgments and expenses. Riverside shall be given opportunity to select, approve

and direct any counsel hired by Customer to defend Riverside. Riverside and Customer agree to participate in good faith during the pendency of any third party claim. Notice of any third party claim shall be given promptly to Customer and/or Riverside by the other upon knowledge of said third party claims.

9. Governing Law.

This document constitutes the complete, final, exclusive, and fully integrated statement of warranty between Riverside and Customer concerning the Products. This document shall be governed by and construed in accordance with the laws of the State of Indiana. It is expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this document. Any action brought relating to this document shall be instituted and litigated exclusively in the State or Federal courts located in the State of Indiana under the law of Indiana.