

WARRANTY OF EQUIPMENT:

Warranty of equipment will be one (1) year from date of delivery for defective parts or workmanship. The liability of this warranty shall be limited to repairing and/or replacing FOB ARM EnerTech Associates' facility in Johnstown/Harrisburg, Pennsylvania. This warranty does not include field labor at the customer's job site for repair service or field engineering service required to locate or repair the defective parts, including the reinstallation of the defective parts. Travel and subsistence and not included and will be billed at prevailing rates with no markup. The customer is totally responsible to provide qualified maintenance personnel to trouble-shoot, maintain, and repair the equipment being provided.

This warranty does not cover ordinary wear and tear, or ordinary adjustment type work, or equipment modifications caused by a customer change of requirement. Failures due to physical or electrical abuse, misuse, overloading, alterations, expendable parts, and parts coming in abnormal contact with corrosive or harmful chemicals, fumes moisture, dirt, or any other abusive and/or unintended use beyond the control of ARM EnerTech Associates, LLC will null & void this warranty. This warranty is extended to the original purchaser only, and will not be honored for any subsequent owner, user, or transferee of this equipment.

ARM EnerTech Associates, LLC shall not have any other liability to purchaser on any claims however arising, and in no event shall ARM EnerTech Associates be liable for special, incidental, consequential, contingent or punitive damages.

PROPRIETARY SYSTEM DESIGN & DOCUMENTATION:

If purchased, this system's design and all documentation is proprietary information and the sole property of ARM EnerTech Associates, LLC and the purchaser; but is not to be used by purchaser for reuse or remanufacture for profit. All control electrical elementary diagrams provided along with all other documentation being provided may be used by purchaser for the repair and maintenance of the work furnished, as well as obtaining spare parts and for the repair only of those parts as required.

All equipment design and software programs are copyrighted by ARM EnerTech Associates, LLC but can be reproduced by purchaser for maintenance, backup, or modification purposes only; but cannot be reproduced by purchaser for profit or reuse for another project. ARM EnerTech Associates will not be liable if the purchaser elects to reuse any of the equipment, hardware, engineering design, or software for any application other than for its original intended use.

For systems that require software programming, system software documentation will be provided on a CD-ROM. A copy of all hand written design notes & calculations, and a ladder list diagram generated by a hard copy line printer if applicable, will be generated for the customer. All equipment design and software programs are copyrighted by ARM EnerTech Associates, LLC but can be reproduced by purchaser for maintenance, backup, or modification purposes only; but cannot be reproduced by purchaser for profit or reuse for another project.

NOTE: Correction of customer's existing original Mylar reproducible diagrams are not included in this proposal.

ENVIRONMENTAL CONDITIONS:

Unless otherwise specified, the storage temperature is 0° to 60°C. Operating temperature for all electronic equipment is 0° to 40°C.

The customer will be responsible for the environmental conditions and will keep the equipment free of any contamination (during storage and/or operation) that would be detrimental to the equipment being provided within this quote.

NOISE SUPPRESSION:

Equipment being supplied with this quote will include necessary electrical noise suppression on the system being provided. The customer will be totally responsible for any and all electrical noise suppression required for the customer's "existing equipment" which will remain within the motor room or elsewhere, and that causes electrical disturbances with the new equipment.

LIABILITY:

In connection with the liability of the equipment and/or service provided by ARM EnerTech Associates, LLC under no circumstances shall ARM EnerTech Associates, LLC be responsible for any damage to the property of the customer, nor for any injuries to any person or persons, including death. In no event, whether based on theory of contract, warranty, negligence or otherwise, will ARM EnerTech Associates, LLC be liable for, and the customer shall indemnify ARM EnerTech Associates, LLC from all special, incidental, exemplary, contingent, punitive, consequential, production or other damages, costs, expenses or claims including, but not limited to, loss of profit or revenues, loss of use of the equipment or any associated equipment, damage to any associated or connected equipment, cost of capital, cost of substitute equipment, facilities or service, down time cost, or claims of purchaser's customers for damage.

CUSTOMER CANCELLATION OF CUSTOMER DELAY OF DELIVERY:

Being that all equipment supplied within this quote is of custom design for the customer's specific application, if the equipment ordered is CANCELED, the customer will be liable for and will pay for all labor and overhead, all equipment manufactured, and all equipment ordered by ARM EnerTech Associates, LLC up to the cancellation date, plus all other expenses and fees incurred by ARM EnerTech Associates, LLC Payment for the above "Cancellation" will be invoiced with payment terms of "Due Net 30 Days".

If delivery of equipment is delayed at the request of the customer, the customer will pay for all labor and overhead, all equipment manufactured, and all other equipment ordered by ARM EnerTech Associates, LLC up to the notification date; plus all other expenses and fees incurred by AETA with payment terms of "Due Net 30 Days". In addition, if the job requires a "RESTART" of manufacturing and/or engineering, there will be a ten percent (10%) charge per year added to the total purchase order price to cover rescheduling costs and expenses.

TAXES & DUTIES

The customer will be liable for all local taxes, state taxes, federal taxes, foreign taxes, value added taxes (VAT), foreign duties, import duties, and all other taxes and duties pertaining to the equipment and/or service specified and associated with this proposal. We will not be charging you Pennsylvania Sales Tax because we will be requesting that you furnish us a PA Sales Tax Exemption Certificate.