"First we invented the technology. Then we perfected it."

**Strobic Air Corporation**

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**STANDARD STATEMENT OF TRI-STACK™ SEVEN YEAR FAN WARRANTY AND LIMITATION OF LIABILITY**

Equipment manufactured by Strobic Air Corporation is guaranteed for a period of 84 months from the date of shipment. Our warranty is that the equipment will operate in accordance with our proposals, specifications and name-plate data under proper conditions, installation, rated load, environment, and usage. Any defects in materials and/or workmanship will be repaired or replaced at our option, F.O.B. our plant, or at our option, in the field under straight-time conditions. All warranty work performed on Strobic Air's behalf must be authorized, on a written purchase order basis, prior to performing the work. Correction of defects by repairing or replacing shall constitute the fulfillment of Strobic Air's warranty. Strobic Air shall, in no event, be responsible for special, indirect, or consequential damages; nor for repairs or replacements made by others without the written authorization of Strobic Air.

Strobic Air's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the sale of Strobic Air's equipment shall in no case exceed the total price paid to Strobic Air for such equipment.

THE WARRANTIES FURNISHED BY STROBIC AIR AS EXPRESSLY INCLUDED HEREIN CONSTITUTE STROBIC AIR'S SOLE OBLIGATIONS HEREUNDER AND ARE IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, PROMISES OR COMMITMENTS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IN THE EVENT OF A FUNDAMENTAL BREACH BY STROBIC AIR.

It is expressly understood and agreed that Strobic Air makes no warranty with respect to any equipment not manufactured by Strobic Air, or with respect to any components of Strobic Air's equipment manufactured by others. In all such cases, the Buyer shall rely solely on the warranty of the manufacturers of such equipment or component, if any.

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