

GEM-TRIM of Houma, LLC

148 Equity Blvd.

Houma, LA 70360

Direct: 985-868-1586 Fax: 985-872-9993

Federal I.D.# 26-2356799

GEM-TRIM PRODUCT WARRANTY

Seller warrants title and that the goods provided by Seller will be free from defects in materials or workmanship under normal use and service until the expiration of the earlier of twelve (12) months from the date of initial operation or eighteen (18) months from the date of shipment by Seller. If, within thirty (30) days after Buyer's discovery of any warranty defects, Buyer notifies Seller thereof in writing, Seller shall, at its option, promptly repair or replace F.O.B. point of manufacture, that portion of the goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

Replacement spare parts are further warranted to meet or exceed the quality of the OEM part and to be completely interchangeable in form, fit and function to the part supplied by the OEM.

Buyer's exclusive remedy shall be for damages, and Seller's total liability for any and all losses and damages arising out of any and all causes whatsoever shall in no event exceed the purchase price of the goods in respect of which such causes arise or, at Seller's option, the repair or replacement of such goods, and in no event shall Seller be liable for incidental, consequential or punitive damages resulting from any such cause. Seller makes no representation or warranty of any kind, express or implied, as to the merchantability, fitness for particular purpose, or any other matter with respect to any of the goods.

(Seller shall mean Gem-Trim of Houma, L.L.C.)