



AMI WARRANTY

Warranty applies to those items in which AMI fabricates. All additional warranties for equipment supplied will be by Original Equipment Manufacturer and will be supplied in writing.

Seller warrants to the purchaser title to the products on the date of delivery to purchaser and, except noted below with respect to items not of seller's manufacture, also warrants that the products on date of delivery to purchaser will conform to the specifications set forth in the contract documents, and be free of defect of workmanship and material.

This warranty is expressly in lieu of all other warranties, including but no limited to implied warranties of merchantability and fitness for any particular purpose, and constitutes the only warranty of seller with respect to the products. Further, seller makes no warranties as to the performance of production, nor as to any expendable or wearing parts, nor as to any separately listed item of the products which is not manufactured by the seller. The latter shall be covered only by express warranty, if any, of the manufacturer thereof.

If within one year from the date of initial operation, but no more than eighteen months from date of shipment by seller of any item of products, purchaser discovers that such item was not warranted above and simply notifies the seller in writing thereof, seller shall remedy such nonconformance by, at the seller's option, adjustment of repair or replacement of the item and any affected part of the products. Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by the seller there under. Seller shall have the right to determine the disposition of parts replaced by it under seller's warranty, and purchaser's entitlement to warranty remedies is contingent upon purchaser's cooperation in returning replacing parts to the seller, if requested.

Seller and it's suppliers shall have no obligation as to any products which has been improperly stored or handled, or which has not been operated or maintained according to seller or supplier furnished manuals or other written instructions or is operated during the operating period with other than genuine seller parts.

Limitation of liability: Neither seller nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit, or for cost of capital, or of substitute use or performance, or increased costs of operation or maintenance, or for incidental, indirect, special or consequential damages, or for any other loss or cost of similar type.

Purchaser may not cancel, terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

Seller retains a purchase money security interest in the products and proceeds and any replacement regardless of mode of attachment to realty or other property until the full price has been paid in cash. Purchaser agrees to do all necessary to perfect and maintain said security interest, and to protect seller's interest by adequately insuring the products against loss or damage from any external cause with seller named as insured or additionally insured.

All claims for damage, errors, or shortages must be made by the purchaser in writing within a period of thirty business days after the goods are delivered. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions, and specifications of this agreement.

The laws of the state of Indiana shall govern the validity, interpretation, and enforcement of this agreement.

Aggregate Manufacturing International, LLC

By _____