



## **ABM International Standard Warranty for Industrial Machines**

Seller (ABM) warrants to Buyer that products furnished hereunder are free from defects in material and workmanship for a period of one year from the date of shipment and are of kind and quality as specified in Seller's quotation. Exclusions to the warranty include, but are not limited to, physically damaged products, expendable components, failures due to operating conditions for which a product was not designed, and training aids such as sample programs.

ABM, at its option, will repair or replace products found to be defective during the warranty period when returned to ABM, freight prepaid, with description of defect and purchase order. Products found to be defective will be returned via U.P.S. or DHL at Buyer's expense. Products tested and proven to be non-defective are subject to service charges. The repair or replacement of a defective product does not extend the warranty period. Expedited repairs are subject to expediting fees.

ABM makes no warranties, either expressed or implied, with the respect to the merchandise sold other than what is contained herein. The Buyer agrees to accept all merchandise as is, with all faults, and understands that ABM makes no warranties whatsoever as to the MERCHANTABILITY (that the merchandise is fit for ordinary purposes for which such merchandise is used, and that the merchandise will pass without objection in the marketplace as described in this document), nor FITNESS FOR A PARTICULAR PURPOSE (where the buyer elects to use the merchandise for a purpose other than the ordinary purposes for which the merchandise is used, and the buyer has informed ABM as to what the particular purpose shall be for said merchandise, and the buyer solely relies on ABM's knowledge and expertise in the area).

ABM shall not be liable for any consequential damages, incidental damages or contingent liabilities resulting in loss from the use of its merchandise.

Every reasonable precaution is exercised in packing, but ABM is not responsible for goods damaged or lost in transit. Buyer must file claims with the carrier. Risk of Loss shall pass at point of shipment (FOB Houston, TEXAS).

Field service and start-up are available upon receipt of a purchase order. Charges are billed at the current ABM hourly rate, plus air travel and other expenses. Time is figured on a portal to portal basis. The normal rate, based on an 8 hour day, is increased for night and weekend hours.

ABM hereby reserves any and all rights granted to it as seller under the Uniform Commercial Code, as adopted in the State of Texas, upon failure of the buyer to comply with any of the terms or obligations of this contract. In the event this contract is placed in the hands of an attorney to enforce any provision hereof or for collection, the buyer, in addition to paying any sums due ABM International, Inc. under this contract, also agrees to pay a reasonable attorney fee, expenses and disbursements incurred by ABM in collection of any amounts due under this contract to ABM International, Inc.