

## RADIANT CEILING PANEL WARRANTY

Aero Tech Manufacturing Inc., warrants its Radiant Ceiling Panels (The "Panels") to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment (The "Warranty Period"), provided that: 1) The panels are properly installed, operated and maintained; 2) All functional areas of the building relating to the installation and operation of the Radiant Panels are constructed and maintained in accordance with the conditions specified for the construction of the building; 3) Purchaser notifies Aero Tech in writing of any defect or failure within thirty (30) days after discovery of said defect or failure. Should Purchaser find any panel to be defective under the conditions stated above the Purchaser shall provide Aero Tech reasonable time and access to perform hereunder. If Aero Tech finds the Panel defective, Aero Tech will, at its option, modify the panels and/or repair or replace defective panels, free of charge, delivered F.O.B. Purchasers facility, as Purchaser's sole and exclusive remedy. AERO TECH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSIQUENTIAL DAMAGES INCURRED IN CONNECTION WITH ANY DEFECT IN OR FAILURE OF PANELS. AERO TECH'S WARRANTY OF THE PANELS IS LIMITED TO THOSE EXPRESSED IN THIS PARAGRAPH. ALL OTHER WARRANTEES, INCLUDING EXPRESSED OR IMPLIED WARRANTEES ARISING FROM A COURSE OF DEALINGS, USAGE OR TRADE ARE HEREBY DISCLAIMED AND EXCLUDED.

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