

ASSIGNMENT OF MANUFACTURER'S WARRANTY AND LIMITATION OF LIABILITY

(our Standard Conditions) See our Quotation for Terms

UNLESS OTHER SPECIFICALLY PROVIDED BY SEPARATE WRITTEN AGREEMENT DULY SIGNED BY FDR DESIGN INC. ("SELLER"), THE TERMS AND CONDITIONS IN THIS ASSIGNMENT OF MANUFACTURER'S WARRANTY AND LIMITATION OF LIABILITY, AND OUR QUOTATION, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND NO OTHER TERMS OF CONDITIONS SHALL BE IN EFFECT. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS IF ANY PART OF THE DESCRIBED MERCHANDISE IS ACCEPTED. IF THE BUYER FINDS ANY TERM(S) OR CONDITION(S) NOT ACCEPTABLE, BUYER MUST SO NOTIFY SELLER IMMEDIATELY IN WRITING OF WHICH TERM(S) OR CONDITION(S) BUYER FINDS UNACCEPTABLE. ANY ADDITIONAL DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYERS ORDER OR RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO EFFECT.

1. What is Provided by this Assignment of Manufacturer's Warranty . Seller assigns to the original Buyer all of the manufacturer's warranties relating to the products sold hereunder. Seller extends no warranties and expressly disclaims all warranties, express or implied in law, including but not limited to any warranties of merchantability or fitness for a particular purpose.

2. What is Not Covered by this Assignment of Warranty. Seller also does not warrant (a) any product, components or parts not sold or provided by Seller, (b) defects caused by failure to provide suitable installation or application environment for the Products, (c) damage caused by use of the Products for purposes other than those for which they were intended, (d) damage caused by disaster such as fire, flood, wind and lightning, (e) damage during shipment, (f) damage caused by unauthorized modification of the Products, or (g) any other abuse or misuse by Buyer.

3. Disclaimer of Warranty. THE FOREGOING ASSIGNMENT OF MANUFACTURER'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Remedies. In no case will Seller be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Products or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down time, the claims of third parties, including customers, and injury to property.

5. Delivery. The delivery time stated with respect to any order is the estimated time required to make delivery. Seller will use its best efforts to meet the delivery time stated but does not, under any circumstances, guarantee delivery by the stated time and is not responsible for any damages caused by the failure to meet the stated delivery time. Non Minnesota customers solely responsible for use/sales tax if any. Title and risk of loss pass to customer upon tender of the shipment to the common carrier. If product is damaged in transit, customer must file claim with the carrier.

6. No Other Warranties. Unless modified in writing signed by both parties, this agreement is understood to be complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to warranties of, and liability with respect to, Products. No employee of Seller or any other party is authorized to make any warranty.

7. Allocation of Risks. This agreement allocates the risks of Product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the Products. Buyer acknowledges that it has read this agreement, understands it and is bound by its terms. This Assignment of Manufacturer's Warranty and Limitation of Liability is governed by the laws of the State of Minnesota.

8. Product Suitability. Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While FDR Design Inc. attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application and national and local codes and regulations, to be sure that the product, installation and use will comply with them. Having no control over the use of the above products, we assume no liability connected with their use. Under no circumstances are we or the seller liable for any loss, damage, or expenses of any kind arising out of the use or inability to use our products.

9. Modification of Terms. FDR Design Inc's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in FDR Design, Inc's acknowledgment or from customer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon FDR Design Inc. unless agreed to by FDR Design, Inc. in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in FDR Design, Inc's acknowledgment, FDR Design, Inc's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by FDR Design Inc. of any of the terms and conditions contained in FDR Design Inc's acknowledgment.

10. Complete Agreement. The terms and conditions in FDR Design, Inc.s forms, acknowledgments, quotations, invoices, and sales terms and conditions are incorporated hereto by reference and constitute the entire and exclusive agreement between customer and FDR Design Inc..

The buyer agrees that the terms and conditions contained in this Assignment of Manufacturer's Warranty and Limitation of Liability form apply to and govern all orders by the buyer from FDR Design Inc., notwithstanding anything to the contrary which may be contained in any purchase order or other documentation of the buyer.