

## **Indemnification and Warranty**

1. Indemnification. Cortina represents and warrants that it is manufacturing the Products per the specifications tendered to Cortina by Customer. Cortina shall indemnify, defend and hold harmless Customer, its affiliates, agents, customers and employees, from and against any and all liability, claims, suits, actions, losses and expenses arising out of defects in materials and workmanship in connection with the manufacture and assembly of the Products or a breach of the aforementioned representation and warranty.

Customer represents and warrants that it has designed and provided to Cortina the design specifications for the Products to be manufactured by Cortina in connection with the within purchase order/contract. Customer shall indemnify, defend and hold harmless Cortina and its affiliate, Circle Caster Engineering, and their agents, customers and employees, from and against any and all liability, claims, suits, actions, losses and expenses arising out of (i) the design of the Products; (ii) the suitability of the materials selected by Customer for use in connection with the manufacture of the Products; and (iii) proceedings stemming from misuse or use of the Products by Customer's end users or customers for a purpose not intended by the manufacturer.

2. Warranty. Subject to the conditions below, if any goods or services of Cortina fail or become defective by reason of defects in materials or workmanship during the period specified on the face of Cortina's proposal, quotation or invoice, or if no period is specified, during the period of one year from date of shipment from Cortina's factory, Cortina will, at Cortina's sole option, either repair or replace the defective goods or refund the purchase price to Customer, provided Customer has properly notified Cortina in writing of such defects or failure during the period. After proper notification, Cortina reserves the right to require the return of all or any component of the goods for inspection, repair or replacement, or to repair defects at Customer's location. Goods may not be returned without first obtaining a return goods authorization from Cortina. All transportation costs for goods or components returned under the terms of the Warranty will be paid by Cortina.

Processing, reworking, or use of defective goods by Customer or any other party shall constitute a waiver of any liability on the part of Cortina. Moreover, no deduction in purchase price is allowed for defective or nonconforming goods retained by Customer.

This warranty is expressly null and void if the goods have been used contrary to Cortina's specific instructions and/or the directions enclosed, or have been subject to accident, alteration, unauthorized modification, abuse, misuse, excessive use or failure due to lack of proper and/or normal maintenance and adjustment.

Cortina's liability under this warranty shall cease if (i) Customer shall not have paid in full all invoices for goods and/or services or any other charges to which Cortina is entitled; (ii) Cortina is denied full and free right of access to the goods; (iii) Customer permits persons other than those approved or authorized by Cortina to effect any adjustments to or replacement of parts or repairs to the goods; (iv) Customer or end user has not properly maintained the goods in accordance with any instructions, pamphlets or directions given or issued by Cortina from time to time; and/or (v) Customer uses any spare parts or replacements not supplied by or in behalf of Cortina, or otherwise preapproved in writing by Cortina, or fails to follow proper instruction for use of same.

THIS WARRANTY IS IN LIEU OF, AND CORTINA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S AND END USER'S SOLE AND EXCLUSIVE REMEDY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PURCHASE OR USE OF THE GOODS PROVIDED BY CORTINA SHALL BE FOR REPAIR OF THE GOODS OR A REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL CORTINA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER OR ANY OTHER PARTY. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, MADE BY CORTINA OTHER THAN THE WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP SET FORTH ABOVE AND CORTINA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR FIRM TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITY.

Limitation on Liability: In all cases, Cortina's liability shall be limited to the amount Cortina charged for the rendition of its services or sale of its goods, including but not limited to circumstances where the goods were to be a component part of another tool or product, or the services rendered by Cortina damaged or destroyed property of Customer, regardless of value. Under no circumstance shall Cortina's liability exceed the cost of the service rendered or the goods sold.

This agreement shall be governed by the substantive laws of the State of Illinois without regard to choice of law matters.