



4. STANDARD 1 YEAR LIMITED PARTS WARRANTY

4.1 Unless a different Limited Warranty is provided by AAT in the Transaction Documents, the express provisions of all warranties of every nature and every kind for and with respect to the Goods and/or the Transaction shall be limited to the Limited Warranty set forth in this Section 4. AAT warrants to the original Buyer (and any assignee approved by AAT in writing prior to the assignment thereof) against defects in materials and/or workmanship with respect to the Goods (collectively a "Defect") for a period of twelve (12) months from the date of shipment from AAT's facility; PROVIDED, HOWEVER, in the event Buyer obtains a successful start-up of the Goods and provides documentation thereof evidenced by AAT's receipt of fully-completed, factory-formatted, start-up documentation (which must be received from Buyer within ninety (90) days from the shipment date, time being of the essence), then the twelve (12)-month Limited Warranty set forth above shall be extended for an additional ninety (90)-day period, and the Limited Warranty provided hereunder will continue for a total of fifteen (15) months following the date of shipment as aforesaid. Buyer's sole and exclusive remedy under this Limited Warranty shall be limited to either the repair or exchange of the warranted products (FOB AAT's factory), at AAT's option. As a material and integral term of this Limited Warranty, no attempt to repair and/or improve the Goods and/or any parts or components thereof by any of AAT's representatives shall change or extend this Limited Warranty.

4.2 NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THESE TERMS AND CONDITIONS TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF AAT HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, AAT'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF. EXCEPT AS SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED THAT THE PHYSICAL CONDITION OF THE GOODS ARE BEING CONVEYED PURSUANT TO THE P.O. IN "AS IS" CONDITION. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACCEPTS THE LIMITED WARRANTY AS THE SOLE WARRANTY GIVEN BY AAT TO BUYER WITH RESPECT TO THE GOODS. THE SALES AGENTS, EMPLOYEES AND/OR INDEPENDENT CONTRACTORS OF AAT ARE NOT AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR GIVE ADDITIONAL WARRANTIES BINDING ON AAT. ACCORDINGLY, STATEMENTS MADE IN ADVERTISING OR OTHER PRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY AAT AND ARE NOT RELIED UPON BY BUYER. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL AAT, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF AAT OR AAT'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AAT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE P.O. AND THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AAT FOR THE GOODS SOLD HEREUNDER.

4.3 Notwithstanding anything in the Transaction Documents to the contrary and as a material and integral term of the Transaction, Buyer expressly agrees that AAT shall not be liable for any indirect, consequential, exemplary, special, incidental or punitive damages, including, without limitation, loss of use, loss of business, revenue, profit or goodwill, downtime costs, damage to associated equipment, cost of substitute goods, facilities or services, or claims of Buyer's customers for such damages, or other commercial or economic damages or costs, that may arise out of, in conjunction with or relate to, the failure of any Goods sold by AAT to Buyer, under any legal theory or cause of action, including, without limitation, tort, contract, warranty, strict liability or federal, state or local statute, ordinance or regulation. In no event shall AAT's liability exceed the Price of the Goods which give rise to the claim. Buyer agrees that if it transfers title to or leases the Goods to any third-party buyer shall obtain such buyer's agreement to the limitations set forth herein. If the Buyer or its agents grants to an end user any warranty which is greater in scope or time period than the Limited Warranty stated herein, AAT shall not be liable beyond the Limited Warranty set forth herein and Buyer shall indemnify and hold AAT harmless with respect thereto.

4.4 No Goods or any portion thereof shall be returned without prior authorization from AAT. Buyer shall prepay all transportation charges for the return of such Goods or any portion thereof to AAT's factory or authorized factory service center. AAT will not accept any charges for labor and/or parts incidental to the removal and remounting of any Goods repaired or replaced under this Limited Warranty. All repair and replacement parts provided under this Limited Warranty will assume the identity, for Limited Warranty purposes, of the part replaced and the Limited Warranty on such replacement parts will expire when the Limited Warranty on the original part would have expired. Claims must be submitted within thirty (30) days of failure or be subject to rejection. This Limited Warranty is not transferable by Buyer unless approved in writing by AAT prior to the assignment or transfer thereof.

4.5 The Limited Warranty set forth above does not cover conditions over which AAT has no control, and therefore, a Defect for purposes hereof shall not include: (i) contamination; (ii) Goods damaged or subjected to excess voltage; (iii) Goods exposed to temperatures, venting requirements and/or flow rates outside of specified range; (iv) accidents, abuse, negligence, improper maintenance and/or misuse after shipment from AAT's factory; (v) Goods altered, disassembled or repaired by anyone other than AAT personnel or persons so designated in writing by AAT prior to the commencement of said work; (vi) damages due to deterioration during periods of storage by the Buyer prior to installation and operation; (vii) damage due to unsuitable fuels, power, selection to the wrong product settings; (viii) damage due to corrosion (including due to water quality, liquids utilized and air), mineral deposits, mold, fungus, abrasion or bacteria; (ix) ordinary wear and tear; (x) any damage caused to the Goods by any portion or component of any system that is not supplied by AAT, regardless of the cause of the failure of such portion or component; (xi) Goods on which payment to AAT is in default; or (xii) any other matter, activity and/or passage of time causing a Defect which are beyond the reasonable control of AAT. In addition, AAT shall not be liable for the acts of Buyer's employees, agents or contractors, nor shall AAT have any responsibility for the performance of Goods not installed in compliance with the installation manual. Whenever possible, each provision of the Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Limited Warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the minimum extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Limited Warranty.