

LIMITED WARRANTY FOR MESSANA CONTROLS

The original end-user consumer (the "Purchaser"), by taking receipt of any Messana, Inc. ("Messana") controls product (the "Product"), acknowledges the terms of the Limited Warranty in effect at the time of such Product sale and acknowledges that it has read and understands the same.

The Limited Warranty to the Purchaser on the Products sold hereunder is a manufacturer's pass-through warranty which the Purchaser is authorized to pass through to its customers. Under the Limited Warranty, each Product is warranted against defects in workmanship and materials if the Product is installed and used in compliance with Messana's instructions, ordinary wear and tear is expected.

The pass-through warranty period is for a period of (i) two (2) years from the production date if the Product is not installed during that period, (ii) or one (1) year from the documented date of installation if installed within two (2) years from the production date.

(a) The liability of Messana under the Limited Warranty shall be limited to, at Messana's sole discretion: (i) the cost of parts and labor provided by Messana to repair defects in materials and/or workmanship of the defective product; (ii) or to the exchange of the defective product for a warranty replacement product; (iii) or to the granting of credit limited to the original cost of the defective product, and such repair, exchange or credit shall be the sole remedy available from Messana.

(b) Without limiting the foregoing in any way, Messana is not responsible, in contract, tort or strict product liability, for any other (i) losses, (ii) costs, (iii) expenses, (iv) inconveniences, or (v) damages, whether direct, indirect, special, secondary, incidental or consequential, arising from ownership or use of the product, or from defects in workmanship or materials, including any liability for fundamental breach of contract.

The pass-through Limited Warranty applies only to those defective Products during the Warranty Period. This Limited Warranty does not cover the cost of the parts or labor to remove or transport the defective Product, or to reinstall the repaired or replacement Product, all such costs and expenses being subject to Purchaser's agreement and warranty with its customers.

Any representations or warranties about the Products made by Purchaser to its customers which are different from or in excess of the Messana Limited Warranty are the Purchaser's sole responsibility and obligation. Purchaser shall indemnify and hold Messana harmless from and against any and all claims, liabilities and damages of any kind or nature which arise out of or are related to any such representations or warranties by Purchaser to its customers.

The pass-through Limited Warranty does not apply if the returned Product has been damaged by negligence by persons other than Messana, accident, fire, Act of God, abuse or misuse; or has been damaged by modifications, alterations or attachments made subsequent to purchase which have not been authorized by Messana; or if the Product was not installed in compliance with Messana's instructions and/or the local codes and ordinances; or if due to defective installation of the Product; or if the Product was not used in compliance with Messana's instructions.

LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH THE GOVERNING LAW ALLOWS PARTIES TO CONTRACTUALLY EXCLUDE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR DESCRIPTION OF THE PRODUCT, ITS NON INFRINGEMENT OF ANY RELEVANT PATENTS OR TRADEMARKS, AND ITS COMPLIANCE WITH OR NON VIOLATION OF ANY APPLICABLE ENVIRONMENTAL, HEALTH OR SAFETY LEGISLATION; THE TERM OF ANY OTHER WARRANTY NOT HEREBY CONTRACTUALLY EXCLUDED IS LIMITED SUCH THAT IT SHALL NOT EXTEND BEYOND TWO (2) YEARS FROM THE PRODUCTION DATE, TO THE EXTENT THAT SUCH LIMITATION IS ALLOWED BY THE GOVERNING LAW.

MESSANA EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY.

This warranty gives the Purchaser specific legal rights, and the Purchaser may also have other rights, which may vary, from state to state and by province.

VARIATIONS THAT MIGHT APPLY TO THIS LIMITED WARRANTY

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

