



LIMITED WARRANTY. IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ACE CHEMICAL PRODUCTS, INC. (ACE) PROVIDES THE FOLLOWING LIMITED WARRANTY: ACE WARRANTS THAT FOR NINETY (90) DAYS FROM THE DATE OF SHIPMENT ITS PRODUCTS SHALL CONFORM TO THE CHEMICAL DESCRIPTION SHOWN ON ITS LABEL.

BUYER MUST GIVE WRITTEN NOTICE TO ACE OF ANY SUSPECTED DEFECT IN THE PRODUCTS PRIOR TO THE EXPIRATION OF THE ABOVE-DESCRIBED WARRANTY PERIOD. BUYER MUST ALSO OBTAIN A RETURN AUTHORIZATION FROM ACE PRIOR TO RETURNING ANY PRODUCTS UNDER THIS WARRANTY. IN THE EVENT OF A DEFECT, ACE, AT ITS SOLE OPTION, SHALL REPLACE THE DEFECTIVE PRODUCTS OR REFUND TO BUYER THE PURCHASE PRICE FOR SUCH DEFECTIVE PRODUCTS, WHICH SHALL BE ACE'S SOLE OBLIGATION, AND BUYER'S EXCLUSIVE REMEDY, WITH REGARD TO ANY DEFECTIVE PRODUCTS.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, ARE EXPRESSLY DISCLAIMED. THE WARRANTY DESCRIBED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY ACE AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER OR ANY OTHER PERSON AND SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL LIABILITIES AND RESPONSIBILITIES OF ACE TO BUYER OR ANY OTHER PERSON WITH RESPECT TO THE PRODUCT AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS BASED ON ANY LEGAL THEORY. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN.

THIS WARRANTY DOES NOT APPLY: 1. IF THE PRODUCT IS NOT USED AND MAINTAINED IN ACCORDANCE WITH ANY INSTRUCTIONS OR TECHNICAL GUIDELINES SUPPLIED WITH THE PRODUCTS, IF ANY, OR IF THE PRODUCT IS NOT USED FOR ITS INTENDED PURPOSES; 2. TO A PRODUCT WHICH HAS BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, ABNORMAL USE OR FORCE OR HANDLING; 3. TO DAMAGES RESULTING IN WHOLE OR PART FROM NATURAL DISASTERS, WIND, FIRE, ACTS OF WAR OR NUCLEAR DISASTERS; 4. IF ANY MODIFICATIONS TO THE PRODUCT OTHER THAN BY ACE WITHOUT ACE'S APPROVAL.

THIS LIMITED WARRANTY IS GRANTED TO BUYER AND NO OTHER PERSON OR ENTITY AND IS NOT TRANSFERABLE TO, NOR DO ANY OF ITS BENEFITS ACCRUE TO, ANY SUBSEQUENT OWNER OF THE PRODUCT OR ANY OTHER PERSON OR ENTITY.

IN NO EVENT SHALL ACE BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY COMPENSATORY DAMAGES (EXCEPT AT ITS OPTION REPLACEMENT OR REFUND) OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY DEFECT IN THE PRODUCT, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFIT, REVENUE OR SERVICE, LABOR COSTS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR MODIFICATIONS, DOWNTIME COSTS, OTHER EQUIPMENT COSTS OR CLAIMS OF ANY PARTY DEALING WITH BUYER FOR SUCH DAMAGES, ARISING FROM THE MANUFACTURE, SALE, PROVISION OR USE OF THE PRODUCT, BREACH OF CONTRACT, OR FOR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, PATENT OR COPYRIGHT INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.