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GT Exhaust Standard Warranty and Terms and Conditions of Sale for Catalysts (individually and collectively “Catalysts”)

Warranty and Applicable Conditions

GT Exhaust (“GT”) warrants that at the time of delivery, the Catalysts will be free from defects in workmanship and materials, and will conform to GT’s standard specifications. GT guarantees that for the earlier of three (3) years from the date of purchase, or twenty-four thousand (24,000) hours from the date of first use.

Submission of Warranty Claims

Any warranty claims for the Catalysts shall be submitted to GT as follows:

- Provide GT with notice, within thirty (30) days of user knowing or having reason to know, of any claim that the Catalyst fails to comply with this warranty;
- Obtain a Return Material Authorization number (RMA #) from GT’s Customer Service Department before returning any Catalysts;
- Submit a completed GT Warranty Claim Form, providing full details of the claim; and
- Return the Catalysts, freight prepaid, per GT’s instructions for evaluation and disposition.

Remedies

GT will evaluate any warranty claims submitted in accordance with this document and will, at its sole and absolute discretion, repair or replace the non-conforming portion of any such Catalysts.

Indemnity

Buyer will indemnify, defend and hold Seller and its owners, officers, employees and agents harmless from and against any and all losses, damages, suits, claims and related costs and expenses (including reasonable attorney’s and expert witness fees at trial and on appeal) arising out of or relating to Buyer’s use or resale of the Catalysts.



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Limitation of Liability

USER ASSUMES ALL RISK AND LIABILITY FOR USE OF THE CATALYSTS IRREGARDLESS OF THE THEORY OF LIABILITY AND INCLUDING, BUT NOT LIMITED TO, USE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY GT. THE WARRANTIES AND REMEDIES SET FORTH IN THIS DOCUMENT CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES OF GT AND SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO USER RELATING TO THE CATALYSTS. GT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, AND AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. USER'S FAILURE TO COMPLY WITH THE CONDITIONS SET FORTH IN THIS DOCUMENT, AS WELL AS ANY MASKING OR DE-ACTIVATION OF THE CATALYSTS BY ANY CONTAMINANT(S), RENDERS ALL WARRANTIES NULL AND VOID AND OF NO FORCE AND EFFECT.

IN NO EVENT SHALL GT'S LIABILITY ARISING OUT OF, CAUSED BY, OR IN ANY WAY RELATED TO THE CATALYSTS EXCEED THE ORIGINAL PURCHASE PRICE PAID TO GT FOR THE CATALYSTS. IN NO EVENT SHALL GT BE LIABLE FOR ANY INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF GT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THIS LIMITATION OF LIABILITY IS AN ALLOCATION OF RISK CONSTITUTING PART OF THE CONSIDERATION FOR THIS AGREEMENT.

Governing Law

This warranty and any business transaction relating to it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Nebraska, U.S.A. notwithstanding its conflicts of law provisions.



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Remedies

GT will evaluate any Performance Guarantee claims submitted in accordance with this document. If GT concludes, in its sole and absolute discretion, that the Catalysts fail to comply with the guarantee provided hereunder, and that the failure is not attributable to user's failure to comply with its obligations as set forth herein, then GT shall remedy the failure as follows:

1. For a claim within the first year of the Catalysts use by End-User - Repair or replace the non-conforming portion of the Catalysts, with no extension of the original guarantee period.
2. For a claim within the second year of the Catalysts use by End-User - Issue a credit in the amount of fifty percent (50%) of the price paid to GT for the non-conforming portion of the Catalysts.
3. For a claim within the third year and less than 24,000 hours from the Catalysts first use by End-User - Issue a credit in the amount of twenty-five percent (25%) of the price paid to GT for the non-conforming portion of the Catalysts.

This Performance Guarantee supplements, and is in addition to, the GT Exhaust's Standard Product Warranty and Terms and Conditions for Catalysts (individually and collectively Catalysts).

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