

UNIMER USA, INC.

LIMITED WARRANTY POLICY AND LIMITATION OF LIABILITY

Unimer USA, Inc. Limited Warranty

From the date of purchase by the end-user, Unimer USA, Inc. (“Unimer”) warrants that products produced by Unimer (the “Products”) shall be free from defects in material and workmanship for a period of one (1) year from the date of purchase (“Delivery”). The limited warranty does not cover wear and tear, abnormal usage, neglect or any form of external impact such as damage due to misuse. Unimer's obligations under the aforesaid warranty shall be repairing or replacing the Products, which if properly used and maintained, prove defective in material or workmanship. Such repair or replacement shall be Unimer's sole obligation and buyer's sole remedy hereunder and shall be conditioned upon (a) buyer's inspection of the Products within fourteen (14) days of Delivery to buyer or, as applicable, upon discovery of a latent defect, (b) Unimer's receipt of written notice of any alleged defect within ten (10) days after such inspection or discovery, and (c) at Unimer's option, return of such defective Products. Any Product repaired or replaced pursuant to this limited warranty will be warranted for the remainder of the original warranty period. Upon Unimer's request, buyer shall promptly provide samples and other evidence of the alleged defect(s) and shall allow Unimer's representative access to the alleged defective Products. Claiming an alleged defect does not relieve buyer of any of its payment obligations to Unimer.

UNIMER'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS LIMITED WARRANTY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT(S) AT UNIMER'S SOLE OPTION. THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON UNIMER'S PART.

Limitation of Liability

UNIMER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S), ITS USE OR ITS PERFORMANCE. IN NO EVENT WILL UNIMER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT(S) AT ISSUE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.

THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THE SALE OF THE PRODUCTS OR THE LIMITED WARRANTY, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE TOTAL PRICE PAID BY BUYER FOR THE PRODUCTS SOLD BY UNIMER WHICH GIVES RISE TO THE CLAIM.