

# RIVERDALE MILLS CORPORATION

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## LIMITED WARRANTY – Cooling Tower Fill Slat Hangars

RIVERDALE MILLS CORP. warrants that Riverdale Fill Slat Hanger Grids (The Product), when properly installed, used and maintained, will be free from defects in material and workmanship for ten years from the date of delivery. RIVERDALE'S obligation under this warranty is limited to replacing the Products which prove defective in material or workmanship, provided that the BUYER gives RIVERDALE prompt notice of any defect or failure and proof satisfactory to RIVERDALE thereof. Notwithstanding the foregoing, RIVERDALE will be obligated to replace defective Products only if the number of defective Products is greater than 5% of the total number of Products installed in connection with the original order. RIVERDALE will deliver replacements for defective Products to BUYER freight prepaid, at the destination provided for in this sales contract. Products returned to RIVERDALE for replacement under this warranty will become the property of RIVERDALE.

This limited warranty does not apply to damage to the Product caused by abrasive materials, unapproved fill slats or retainer devices, corrosion of the Product due to aggressive fluids, salt water or water containing harmful impurities, lightning, icing or other acts of God, excessive vibration, mechanical abuse, mishandling, misapplication or shipping damage. In addition, RIVERDALE disclaims all liability with respect to the design of the Product and makes no warranty as to such design.

In the event that the Product is altered or repaired by the BUYER without prior written approval by RIVERDALE, all warranties are void. A new warranty period shall not be established for replaced Products. Replacements shall be covered by this warranty only for the remainder of the warranty period, on the original products being replaced.

No agent, employee, or representative of RIVERDALE has any authority to bind RIVERDALE to any representation, affirmation or warranty concerning the Products and any representation, affirmation, or warranty made by such person shall not be deemed to have become part of the basis of this sales contract and shall be unenforceable.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY DO NOT APPLY. RIVERDALE'S WARRANTY OBLIGATIONS AND BUYERS REMEDIES THEREUNDER EXCEPT AS TO TITLE ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. IN NO CASE WILL RIVERDALE BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE COST OF LABOR PERFORMED IN CONNECTION WITH REPLACEMENT OF THE PRODUCT, FOR CLAIMS OF THIRD PARTIES AGAINST BUYER OR FOR ANY LOSS INCURRED BECAUSE OF INTERRUPTION OF SERVICE.