



WARRANTY STATEMENT

FMH Conveyors, LLC ("FMH") warrants that on the date of shipment, products sold by FMH ("Products") to an applicable buyer (the "Buyer") will be free from defects in material and workmanship for the following time periods from the date of shipment:

MECHANICAL	ELECTRICAL
2 Years	1 Year

FMH's sole obligation under this warranty, and the Buyer's sole and exclusive remedy, shall be for FMH to repair or replace, at FMH's option, F.O.B. Jonesboro, Arkansas, any Products (or parts thereof) proving defective within the terms and period of this warranty. Within 5 days of the discovery of a defect and in all cases prior to the expiration of the applicable warranty period, the Buyer must provide FMH written notice of the claimed defect including a description of the Products, the defect, and the date of its discovery.

The address of FMH for receipt of notices is as follows:

**FMH Conveyors, LLC
9701 Highland Drive
Jonesboro, AR 72401**

FMH reserves the right to inspect the Products at the Buyer's location; otherwise the Buyer is responsible for securing a return authorization from FMH and returning the defective Products to FMH. The Buyer shall bear responsibility for the cost of labor and other charges for removal of defective Products (or parts thereof) and installation of the replacement Products (or parts thereof). FMH's warranty and any related obligations for Products supplied by FMH does not extend to failure or damage due to: abuse, neglect, damage caused by other equipment or persons, improper repair, failure to properly maintain, improper installation or adjustment, failure to follow operation or maintenance instructions of FMH, exposure to corrosive or abrasive material, operation under any degree of dampness, or alteration or modification by persons other than FMH. In the event that any of the aforementioned occurs, the FMH warranty is null and void at the time of such occurrence.

CONSUMABLE ITEMS ARE NOT COVERED UNDER THIS WARRANTY. FMH SHALL NOT BE LIABLE FOR FAILURE OF THE PRODUCTS TO COMPLY WITH FEDERAL, STATE, OR LOCAL LAWS.

FMH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

IN NO CASE SHALL FMH BE LIABLE FOR ANY SPECIAL, PUNATIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OR INJURY OF ANY KIND, INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOSS OF ANTICIPATED SAVINGS, WASTED OPPORTUNITY, LOSS OF REVENUE, OR LOSS OF PROFITS, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF FMH IS AWARE OF OR NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS OR INJURY. IN ALL CASES, FMH'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SALE OF PRODUCTS TO BUYER (INCLUDING WITHOUT LIMITATION ANY CLAIM OR CLAIMS RELATING TO THE PRODUCTS) WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE ACTUALLY PAID BY THE BUYER IN RESPECT OF THE PRODUCTS TO WHICH SUCH LIABILITY RELATES.