



## Manufacturer's Representations and Warranties

(July 11, 2014)

These Representations and Warranties are applicable to all end-customers (the "Customers" and each, individually, a "Customer") purchasing products (the "Products") manufactured by Klaus Kuhn Edelstahlgießerei GmbH (the "Company").

### 1. Warranty and Limitations:

- 1.1. Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from defects in materials and workmanship under normal use, and will conform to Company's published specifications of the Products. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of the Products.
- 1.2. The foregoing warranty is subject to the proper storage, transportation, installation, commissioning and maintenance of the Products, and does not include defects due to normal wear and tear or deterioration.
- 1.3. Customer shall immediately, but in any event no later than three (3) days following delivery, inspect the Products for conformity and visible defects. Customer shall give Company immediate written notice of any non-conformities or visible defects regarding the Products and contact the Company in writing concerning return or repair, as the case may be. In the event that Customer fails to provide the Company within three (3) days following delivery with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived. In addition, any warranty claims by Customer shall be deemed waived in the event Customer and Company agreed on an initial sample inspection and any claimed defect of the Product would have been detected during such inspection.
- 1.4. Customer shall immediately notify Company in writing of any other defects of the Products and return such defect to Company upon Company's request. Company's sole obligation under the foregoing warranty is, at Company's option, to repair or correct any such covered defect or to replace or exchange the Product. Any repaired, corrected, replaced or exchanged Products shall be subject to the warranty set forth in 1.1., following their repair, correction, replacement or exchange. If Company has received notification from Customer, and no defects of the Product could be discovered, Customer shall bear the costs that Company incurred as a result of the notice. It shall be in Company's sole discretion to determine if the Product has a defect. In the event Customer does not comply with these obligations, Company shall not be liable for any defects and Customer shall forfeit its rights under this warranty.
- 1.5. With respect to orders made to custom, any defects of the Products caused by Customer's specifications are excluded from the warranty set forth in 1.1, including but not limited to, Customer's specifications in connection with the design, safety regulations, materials, engineering documents and drawings. In addition, any defects of the Products caused by the repairing of Customer or any third party as well as any defect caused by Customer's manufacturing equipment even in the event of any modifications to the equipment proposed by Company are excluded from the warranty set forth in 1.1.
- 1.6. Company also makes no warranty that the Products manufactured under an order made to custom do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that such Products do not so infringe.
- 1.7. The "Warranty Period" begins on the date of delivery of the Product to Customer, and continues to be in effect for one (1) year.
- 1.8. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.
- 1.9. All requests and notices under this Warranty shall be directed to:

Kuhn Special Steel North America, Inc.  
C/O Rödl Langford de Kock LLP  
55 West Monroe Street, Suite 2900  
Chicago, IL 60603  
United States of America

Phone: +49 170-926-7425  
Email: sales@kuhn-northamerica.com

- 1.10. THE WARRANTY SET FORTH IN SECTION 1.1 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED "AS IS." COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

### 2. Limitation of Liability:

- 2.1. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
- 2.2. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

#### Klaus Kuhn Edelstahlgießerei GmbH

Commercial register: District Court Cologne  
(Amtsgericht Koeln) HRB 37547  
VAT ID No.: DE 811216379  
Managing Director: Andre Kuhn, Frank Lessing

#### Sales/Production

Otto-Hahn-Straße 12-14, 42477 Radevormwald  
**Administration/Shipping/Goods receiving**  
Mermbacher Straße 23, 42477 Radevormwald  
P.O. Box 1360, 42462 Radevormwald, Germany

#### Contact

Tel +49 (0) 2195 671-0  
Fax +49 (0) 2195 671-49  
info@kuhn-edelstahl.com  
www.kuhn-edelstahl.com

#### Bank Account Details

Sparkasse Radevormwald-Hückeswagen (Bank code 340 513 50) 106 971 IBAN: DE51 3405 1350 0000 1069 71 SWIFT-BIC: WELADED1RWW	Volksbank Remscheid-Solingen eG (Bank code 340 600 94) 666 610 IBAN: DE75 3406 0094 0000 6666 10 SWIFT-BIC: VBRSD33XXX	Commerzbank AG Radevormwald (Bank code 340 400 49) 648 004 000 IBAN: DE83 3404 0049 0648 0040 00 SWIFT-BIC: COBADEFF340
---	---	--