



Symmetrix Composite Tooling

Shaping Innovative Design

SYMMETRIX COMPOSITE TOOLING WARRANTIES:

Builder warrants that the Composite Tooling shall conform to the final agreed upon Specifications and associated change orders.

(a) **Limited Warranty.** Builder warrants that the composite tooling and associated equipment, parts, apparatus and machinery of the tooling fabricated or manufactured by the Builder shall be free of defects in material and workmanship for a period of one (1) years from the date of delivery to Owner.

All Builder's purchase orders to suppliers for materials, machinery or equipment with respect to the tooling shall require that all warranties of the manufacturer or supplier be for the benefit of Owner and shall be subject to direct action by Owner. It is understood that with respect to any material, machinery or equipment, which carries a warranty from the manufacturer, Builder's responsibility shall be limited to the warranty from the manufacturer.

Builder shall have the election to repair, replace or refund payment on any such defective part or component or installation and shall furnish the labor for such corrective work. Such repaired or replacement parts and labor will be supplied to Owner without charge by Builder. Any defective workmanship or materials replaced or repaired pursuant to this warranty are warranted for one (1) year from the performance of work or supply of material. Parts and labor shall be furnished pursuant to this warranty at the Builder's facility or a facility of Builder's choosing. If the tooling is transported to Builder's facility or other location for warranty repair, the cost of transportation shall be borne by the Owner. This warranty to repair, replace or refund as set forth herein is conditioned upon Owner operating and maintaining the tooling in accordance with the supplied maintenance instructions and in general good practice. Builder shall not be responsible for any loss or damage resulting from Owner's negligence, separate acts of third parties, "acts of God" or normal wear and tear.

Warranty exclusions include but are not limited to; improper storage and handling including exposure to inclement environmental conditions and inadequate support, distortion and degradation due to exposure to high heat/exotherm, chemical adhesion or 'stick-up' caused by inadequate release systems and process, or styrene build up, chips and scratches during demolding, and other damage due to negligence in demolding, cleaning and maintenance.

Builder shall be notified promptly, and no later than five (5) days following discovery by Owner, of any breach of warranty, and Builder shall be allowed, at its expense, to inspect the tooling prior to repair or destruction of parts.

The Owner hereby waives any and all claims against the Builder, other than claims under the warranty provided herein, for any and all damage to property of any kind and character, caused or occasioned by any defect of the tooling or arising therefrom, and owner also waives all claims for cessation of or injury to Owner's business or profits therefrom, which might be claimed to be caused by any defect arising therefrom. In no event shall Builder be liable for prospective profits or special, indirect or consequential damages resulting from the breach of any provision of this Agreement, including any express or implied warranty or negligence of Builder for which liability has not been otherwise expressly limited herein.

THE LIMITED WARRANTIES PROVIDED IN THIS ARTICLE AND THE OBLIGATIONS AND LIABILITIES OF BUILDER HEREUNDER ARE THE ONLY WARRANTIES MADE BY BUILDER AS TO THE TOOLING. BUILDER MAKES NO OTHER WARRANTIES, BY COURSE OF DEALING, USAGE OR TRADE OR OTHERWISE, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTIONS AND WARRANTIES SET FORTH HEREIN. IT IS AGREED THAT SAID WARRANTIES ARE IN LIEU OF AND OWNER EXPRESSLY WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THOSE UNDER THE UNIFORM COMMERCIAL CODE AND ANY OBLIGATION OF THE BUILDER WITH RESPECT TO CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY BUILDER'S NEGLIGENCE, AND SAID WARRANTIES SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY BUILDER AND OWNER; PROVIDED, IN THE EVENT THIS PROVISION RELIEVING BUILDER FROM LIABILITY FOR ITS NEGLIGENCE SHOULD FOR ANY REASON BE HELD INEFFECTIVE, THE REMAINDER OF THIS PARAGRAPH SHALL REMAIN IN FULL FORCE AND EFFECT.

In the event a warranty claim, alleged by Owner, is disputed by Builder, the tooling shall be surveyed to determine whether the claim is covered by warranty. The survey shall be performed by an independent certified surveyor mutually agreed upon by the parties. Or, in the event that the parties to this agreement are unable to agree on a surveyor, a surveyor appointed by The Society of Accredited Marine Surveyors shall conduct the survey. The surveyor's determination shall be binding and conclusive on both Owner and Builder.

(b) **No Other Warranties.** Other than the foregoing warranties, Build shall be held to no other warranties, whether express or implied, including warranties of fitness for a particular purpose, merchantability and workmanlike service.

END