

## LIMITED WARRANTY & LIMITATIONS OF LIABILITY

"Crosby" as used in these terms related to Crosby's Limited Warranty and Limitation of Liability means: the applicable product- or service-selling entity listed in the Order Acknowledgment issued to the Purchaser. For example, the product- or service-selling entity may be THE CROSBY GROUP LLC or a different product- or service-selling entity that is an affiliate of THE CROSBY GROUP LLC, including, without limitation, Gunnebo Industries; Speedbinders; The Crosby Group UK Limited; and Straightpoint UK Ltd. If there is any question as to the identity of "Crosby" or no Order Acknowledgment is issued, then THE CROSBY GROUP LLC (upon request) will specify the identity of "Crosby" as it relates to these terms.

Purchaser and Crosby expressly agree that Crosby's warranty with respect to sale of its products is LIMITED solely to Crosby's choice of repair, replacement or refund of the purchase price of any product or part thereof determined by Crosby to be defective within the first 12 months following the transfer of title of the product from Crosby to the purchaser. Installation or operation of the product in any manner other than as recommended by Crosby, shall void the warranty. No warranty is made for components and accessories made by others when such items are warranted by their respective manufacturer. Purchaser and Crosby expressly agree that upon termination of the aforementioned 12-month period, the purchased product carries no warranty whatsoever. Purchaser and Crosby expressly agree that the remedies provided in this section are the purchaser's exclusive remedies in connection with the purchase or use of the product.

Neither Purchaser, user nor any third party shall be entitled to recover from Crosby (1) any consequential, incidental, punitive, special or indirect damages of any nature, including but not limited to, the cost of any labor expended by others in connection with the goods sold by reason of any alleged non-conformity or breach of warranty on the part of Crosby or costs of material on account thereof, (2) damages of any kind for loss of profits, revenue, data or data use, or (3) damages of any kind for business interruption whether determinable or speculative, loss of business information, goodwill, reputation or privacy, (4), for costs of procuring substitute goods, software or services, incurred by Purchaser, user or any third party, however, arising, whether in an action in contract, tort, under statute or otherwise, and whether or not the possibility or likelihood of such damages were reasonably foreseeable.

ALL OTHER WARRANTIES, INCLUDING EXPRESS WARRANTIES AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. ADDITIONALLY, CROSBY HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY, CONTRACT, TORT OR NEGLIGENCE.

Complete Agreement: This Warranty between purchaser and Crosby is complete. All prior or contemporaneous discussions, representations and/or understandings are merged into this Warranty. All prior or contemporaneous agreements between the parties are superseded by this Warranty.

Choice of Law and Venue: If the applicable Crosby entity's principal place of business is not in Europe, then Purchaser and Crosby expressly agree that any dispute arising out of these terms and all disputes concerning or relating to the purchase, use or operation of the goods shall be governed by the laws of the State of Oklahoma, USA, excluding any conflicts-of-law rules, and any lawsuit shall be filed in Tulsa, Oklahoma, USA. If the applicable Crosby entity's principal place of business is in Europe, then Purchaser and Crosby expressly agree that any dispute arising out of these terms and all disputes concerning or relating to the purchase, use or operation of the goods shall be governed by the laws of England, excluding any conflicts-of-law rules, and any lawsuit shall be filed in London, England. If there is any question as to the location of Crosby's principal place of business, then (upon request) Crosby shall provide specify the location of Crosby's principal place of business.



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