



MANUFACTURER'S LIMITED WARRANTY

Rampart warrants Goods sold by it will be free for one (1) year after delivery from defects in material and workmanship and shall conform to any samples and specifications expressly agreed to in this Agreement. However, Rampart does not warrant that finishes, fabrics or any other coverings will conform to any samples or facsimiles thereof as such samples or facsimiles are expressly agreed by Buyer to constitute only approximate representations of color and overall appearance and do not constitute a basis for Buyer's entering into this Agreement. In respect to any C.O.M or C.O.V. incorporated into any Goods pursuant to this Agreement, Rampart makes no warranty, express or implied, including those of merchantability or fitness for any purpose. If any of the Goods warranted thereunder are found by Rampart to be defective, then at Rampart's option (1) such Goods either will be replaced or repaired at Rampart's cost, or (2) Buyer's purchase price will be refunded or credited. The parties to this Agreement expressly agree that Buyer's sole and exclusive remedy against Rampart shall be for the repair or replacement of defective Goods, or for refund or credit of Purchase Price, as provided herein. The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair and replacement of defective Goods, or refund or credit of Purchase Price, in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Rampart is willing and able to repair or replace defective Goods or refund or credit Purchase price in the prescribed manner.

No affirmation of Rampart, by words, samples or action, other than as set forth in this section and no other terms or condition of this Agreement shall constitute a warranty. This warranty does not cover labor, freight, or other costs or expenses to remove or install any defective, repaired, replaced, or returned Goods. Rampart's warranty does not apply to any Goods subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Rampart or one of Rampart's authorized agents.

Any warranty claim shall be brought within one year from delivery date or substantial completion date as clearly outlined in the project documents. Buyer shall provide Rampart reasonable and prompt opportunity to investigate any claimed breach of warranty and to examine any Goods claimed defective.

Limitation of Liability

Rampart's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its Goods shall be limited to repairing or replacing Goods found by Rampart to be defective, or, at Rampart's option, to refunding or crediting to Buyer the Purchase Price of such Goods. In no event shall Rampart's liability exceed the Purchase Price paid for the Goods. At Rampart's request, Buyer will send, at Buyer's sole expense, any allegedly defective Goods to the plant of Rampart, which manufactured them. Rampart will not accept the return of any Goods without its prior written consent. Further, limitations in warranty coverage are set forth in the Warranty section above.

General Conditions

No agent, dealer, salesperson or other party other than an officer of Rampart is authorized to bind Rampart by any agreement, warranty, statement, promise or understanding not expressed in this Agreement.

Any Rampart clerical errors are subject to correction by Rampart. No delay or omission by Rampart in exercising any right or remedy provided for herein shall constitute a waiver of such rights or remedy or be construed as a bar to, or a waiver of, any such right or remedy on any future occasion. This Agreement and the sale of Goods or Services pursuant hereto have been entered pursuant to and shall be governed by the laws of the province of Quebec, Canada, for the Goods and Services to be provided by Rampart Partitions Inc. This contract shall be binding upon and shall inure to the benefit of all representatives, trustees, successors, and permitted assigns of Buyer and Rampart. This warranty is valid only upon receipt of full payment.

Definitions as used herein

The term *Agreement* shall mean the Agreement as defined and provided in Entire Contract section hereof.

The term *Rampart* shall mean Rampart Partitions Inc., La Prairie, Quebec, Canada.

The term *Goods* shall mean any and all goods (as defined in the Uniform Commercial Code), which are expressly included in this Agreement, in writing to be sold by Rampart hereunder. The term *Order* shall include any offer by Buyer to purchase any Goods or Services from Rampart whether or not in writing and whether or not communicated to Rampart on any Buyer's form. The term *Services* shall include any labor, or other services to be performed by Rampart or its agents pursuant to this Agreement. The term *Acknowledgment and Acknowledge(d)* shall mean confirmation in writing on Rampart's Acknowledgment form of any Buyer's Order, which confirmation shall be subject to all terms and conditions set forth in said Acknowledgment form. The term *Contract Price* shall mean the total price of all Goods and Services provided herein.

The term *Purchase Price* shall mean the price of individual Goods and Services provided herein.