

## RackChiller Rack Manifold Product Warranty

**Acceptance** - No order shall be binding upon Seller until accepted and acknowledged in writing by Seller. Any contract for sale of goods, and these Conditions of Sale, shall be governed by and construed according to the Uniform Commercial Code as adopted in the State of Minnesota.

**Delivery** - The estimated shipping date is based on production time required to process the order commencing with the date the order is received by Seller. In the event it is necessary to revise the design, specifications, or Conditions of Sale, the shipping date shall be automatically extended by the period of time required to achieve the mutually agreed upon corrections or adjustments of the design, specifications, or Conditions of Sale. Shortages and non-conformity of invoice and shipments must be reported to Seller Anoka via telephone or fax within 15 days of receipt. Failure of Buyer to properly notify Seller will constitute acceptance of shipment.

**Delays in Delivery** - The Buyer shall not hold Seller responsible for any delay or for any damages suffered by the Buyer by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of Seller. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

**Damage or Loss in Transit** - Delivery of goods to a carrier at Seller's plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Buyer at that time. Buyer shall make claims for loss or damage to goods while in transit against the carrier. Seller will assist Buyer in securing satisfactory adjustment of such claims if notified within 15 days of receipt. Terms are F.O.B. point of origin.

**Warranties** - For all products listed herein, Seller warrants goods manufactured by it to be free from defects in materials and workmanship for a period of (1) year from date of shipment from its plant. If within such period any such goods shall be proven to Seller's satisfaction to be defective, then and in that event such goods shall be repaired or replaced at Seller's option. Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Under no circumstances will credit be allowed for unauthorized rework on any materials. Connectors, hoses and barb fittings cannot be removed for any reason, if removed warranty is null and void. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**EXCLUSIONS:** Seller's obligations do not cover defects or losses caused by normal wear and tear or deterioration, defects in or damage to any goods resulting from improper installation, accident, shipping or any utilization, maintenance, repair or modification of the goods that is not consistent with Seller's instructions or the designed capabilities of the goods, the removal or re-installation of the goods, or related non-Seller supplied products for repair or replacement unless such installation is required by Seller's design or included on original invoice from Seller, or that, in Seller's sole judgment, the performance or reliability thereof is adversely affected thereby, or which is subjected to abuse, mishandling, misuse or neglect or any damage caused by connections, interfacing or use in unforeseen, unintended or detrimental environments, nor shall Seller be liable for any damages or loss, including bodily injury or death, as a result of the aforementioned causes of loss and/or defects. Seller does not warrant that the operation of the goods will be uninterrupted or error-free products. Seller assumes no liability for non-Seller supplied products or services furnished by Buyer to its customer nor does this warranty cover any copy of or update to any user manual for the goods. Buyer is fully and solely responsible for its selection of the goods purchased hereunder, and Seller shall not be liable for Buyer's failure to select goods that ultimately do not meet Buyer's application needs, or any damages resulting therefrom. Furthermore, Buyer is solely and fully responsible for selecting goods that meet all applicable legal and regulatory requirements and/or required classifications for its desired use and application, and Seller shall not be responsible for any loss or damage, monetary or otherwise, if the goods purchased by Buyer hereunder ultimately do not meet such requirements and/or classifications.

**Limitation of Liability** - Seller's total liability shall not exceed the price paid by Buyer under the Agreement for the goods giving rise to the claim. Under no circumstances shall Seller be liable for special, incidental, indirect, delay or liquidated, punitive or consequential damages for any reason. Seller assumes no obligation or liability for technical advice given or not given, or results obtained.

**Buyer Warranty Responsibilities.** Buyer must adhere to all requirements in the Water Quality Statement guidelines provided by the Seller. Seller's Warranty is conditional upon Buyer adhering to such requirements.

**Limited Cross Vendor Compatibility.** Buyer shall ensure that only Products of Seller, including Coolant Distribution Units, Rack Manifolds, Rack Manifold Hoses, Reservoir Pump Units (RPU's), Liquid Cooling Coils and Heat Rejection Coils are operating together on the Secondary Side (Server Side) of the liquid loop. If Buyer shall fail to do so, the period of Seller's Warranty shall be reduced to 30 days from the date of invoice.

**Buyer Inspection and Use.** Seller is expected to examine, inspect and follow RackChiller Rack Manifold User Manual for all processes involving the Rack Manifolds. Failure to follow the RackChiller Rack Manifold User Manual will render the warranty null and void.

**Terms** - 1%-10th prox. net 25th, past due thereafter. Payment in U.S. funds.

Quotations and Prices - Orders are accepted with understanding that the goods will be billed at price in effect at time of order, unless otherwise specified in quotation. The price and performance of this order is subject to resource availability and costs within the control of Seller at the time of manufacture. Seller reserves the right to cancel or adjust prices and delivery.

**Freight Terms** - F.O.B. Seller Manufacturing Location, Freight charges will be prepaid and allowed on items shipped to any domestic free delivery point on a recognized preferred Seller freight carrier; if the shipment is based on a single order for one release of \$2500 Seller Cost or more which is to be routed to a single destination. Standard, and modified items on one order for one release can be combined to determine freight allowances. [Air shipments by special routing are F.O.B. shipping point.]

When Buyer specifies carriers other than Seller assigned preferred carriers, product will be shipped F.O.B. Seller Manufacturing Location "collect" or third party billing only. No freight credit will be given when a non-preferred carrier is requested. Also, Buyer will be assessed additional charges when specialized equipment (lift gates, soft tops, etc.) handling, or packaging is specified.

**Air Freight** - When air freight is required by the customer, Buyer will be assessed additional handling charges per market pricing at time of sale.

**Reconsignment and Redelivery** - Buyer will be charged any additional costs incurred by Seller as a result of the Buyer providing the wrong address or if delivery is refused at the address provided.

**Export Packing** - Where export packing is required by the customer, the Buyer will be charged for extra costs incurred beyond Seller's standard packing. No allowance will be made for cartage at destination.

**Catalog Weights and Dimensions** - Catalog weights and dimensions are careful estimates, but are not guaranteed.

**Cancellation** - Orders for normal quantities of standard listed goods may be canceled without charge if communicated to the factory in time to stop shipment. Cancellation charges of 10% to 100% will be applied based on order status for non-standard goods (custom, modified, assembled-to-order, configured, etc. goods).

**Changes on Non-Standard Product** - There will be a change order processing charge plus the cost of the components and labor, for changes to non-standard goods (custom, modified, assembled-to-order, configured, etc. goods).

**Returned Goods** - Authorization and shipping instructions for the return of any goods must first be obtained by the Purchasing Distributor from Seller, otherwise, shipment will be refused.

Only unused Seller products contained in original cartons purchased within 12 months from date of invoice will be considered for return. Modified products, custom products, Assembled-To-Order (A-T-O) or configured products are not returnable. If goods are in salable condition, a 25% restocking charge with a \$50 minimum will be deducted from our Credit Memorandum on the returned goods. Transportation charges on the returned goods must be prepaid. Any cost in excess of 25% restocking charge incurred in placing the goods in salable condition will be charged to the Buyer by a corresponding deduction from the allowed credit. Goods returned for credit must be carefully packed so as to reach the Seller without damage.

Goods built to a customer's specifications cannot be returned for credit. If the return of our goods is made necessary through some fault of Seller, full credit will be allowed, including whatever transportation expense the Buyer may have incurred, provided that the return has been authorized by Seller and is in accordance with the shipping instructions. [No credit memorandum will be issued where the net amount involved is less than \$15, except where an error made by the Company is being corrected.]

**Taxes and Other Charges** - Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced.

**Patents** - Seller will defend any suit or proceeding brought against the Buyer insofar as it is based on a claim that goods, or any part thereof, sold hereunder, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance, at our expense, for the defense of the same. This agreement shall not extend to any infringement based upon the manufacture, use or sale of any of said goods or any part or parts thereof, in combination with materials or things not furnished hereunder.

In the event the use of said goods by Buyer is enjoined in such a suit, Seller shall, at its own expense and election, either (a) procure for Buyer the right to continue using said goods, (b) modify said goods to render them non-infringing, (c) replace said goods with noninfringing goods, or (d) refund the purchase price and the transportation costs of said goods. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller with respect to patent infringement by said goods. As to goods furnished by Seller to Buyer and manufactured in accordance with designs proposed by Buyer, Buyer shall defend and indemnify Seller against any claim, action, or award made against Seller for patent, trademarks, or copyright infringement relating to the designs or specifications furnished by Buyer.

**Consequential Damages** - NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER ENCLOSURES INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER.

**Penalty Clause** - No penalty clause of any description, in any specification or order, will be effective unless approved in writing over the signature of an officer of Seller Enclosures Inc.

**Errors** - All clerical errors are subject to correction.

**Literature and Advertised Material** - Catalogs and other promotional brochures, etc., are available in reasonable quantities on request.