U.S. WARRANTY

All products sold by Durcon Incorporated™ shall conform to the customer's written specifications for such products and shall be free of defects in material and workmanship for a period of one year from the date of shipment. Product performance with regard to heat resistance, chemical resistance or physical properties will meet or exceed the published test results. Durcon Incorporated expressly disclaims any warranty based on testing of product samples.

If a customer notifies Durcon Incorporated within 30 days after the expiration of the warranty period of a failure of a product under this warranty, Durcon Incorporated shall conduct an inquiry to determine the nature and source of the defect. If the defect is covered by the warranty, Durcon Incorporated shall replace the product or correct the defect, at Durcon Incorporated's option, without cost to the customer. Durcon Incorporated's liability for breach of warranty shall be limited to replacement of materials or repair of the defective product until the defect is corrected. It does not include any repairs, adjustments, alterations, or replacements required as a result of normal wear and tear, installation not in accordance with the installation and layout instructions provided by Durcon Incorporated with the product, use of the product in a manner for which the product was not designed or customer error or omission in specifications provided to Durcon Incorporated. This warranty does not include expenses incurred by the customer to correct defects in Durcon Incorporated product without prior written authorization from Durcon Incorporated. Durcon Incorporated shall not be liable for any incidental or consequential damages of a customer arising from breach of Durcon Incorporated product warranty, including (without limitation) the customer's loss of use or loss of profit.

THE REPAIR/REPLACEMENT OBLIGATIONS OF DURCON INCORPORATED SET FORTH ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR ALL CONTRACT OR TORT LIABILITIES OF DURCON INCORPORATED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH ABOVE. IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

The foregoing warranty shall be governed by the laws of the State of Texas.

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