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2. **Delivery:** Fabricating Specialties, Ltd. shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond Fabricating Specialties, Ltd.'s control, whether or not presently occurring or contemplated by either party. Fabricating Specialties, Ltd. shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable. Fabricating Specialties, Ltd. shall also have the right to deliver the products in installments.

3. **EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND DAMAGES:** BECAUSE FABRICATING SPECIALTIES, LTD. MANUFACTURES AND BUILDS PRODUCTS ACCORDING TO BUYER'S ENGINEERING DRAWINGS, TECHNICAL SPECIFICATIONS, AND REQUIREMENTS, FABRICATING SPECIALTIES, LTD. ONLY PROVIDES A WARRANTY OF WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE THE PRODUCT(S) ARE SHIPPED TO BUYER. OTHER THAN THIS WARRANTY OF WORKMANSHIP THE PRODUCTS PROVIDED TO BUYER ARE PROVIDED "AS IS" AND WITHOUT ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO CASE SHALL FABRICATING SPECIALTIES, LTD. BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT AND EVEN IF THE BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

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Any description of the product, whether in writing or made orally by Fabricating Specialties, Ltd. or Fabricating Specialties, Ltd.'s agents, including but not limited to specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Fabricating Specialties, Ltd. or Fabricating Specialties, Ltd.'s agents regarding use, applications, or suitability of the products shall not be construed as an express warranty. Fabricating Specialties, Ltd. does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands and Buyer agrees to be fully responsible for the use of the product. CONSEQUENTLY, FABRICATING SPECIALTIES, LTD. SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL. However, if Fabricating Specialties, Ltd. is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against Fabricating Specialties, Ltd.

4. **Limitation on Liability to Buyer's Customers:** Buyer agrees to limit liability to its customers to the fullest extent permitted by law. By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Fabricating Specialties, Ltd. harmless against and defend Fabricating Specialties, Ltd. from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or end users of the products because of any failure of the products to detect and/or warn of the danger for which the products were designed or any other failure of the products whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Fabricating Specialties, Ltd..

5. **Taxes:** Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Fabricating Specialties, Ltd. with a tax exemption certificate acceptable to the taxing authorities.

6. **Purchase on Credit:** This purchase, or prior purchases of Buyer from Fabricating Specialties, Ltd., may have given rise to the extension of credit to Buyer by Fabricating Specialties, Ltd. Fabricating Specialties, Ltd. reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason.