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Project No.

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Project

WARRANTY

Invincible™ Lab Products

IMF Solutions LLC dba Invincible™ warrants to the direct purchaser that all products sold under the contract referenced above will be free from defects in material and workmanship for a period of one year following substantial completion. This warranty does not cover ordinary maintenance, wear and tear within normal consumable life of a product; abuse; neglect; misuse; improper handling or storage; alterations, repairs and installations which have not been performed by an authorized Invincible™ representative; and products that have not been maintained or operated in accordance with Invincible™'s written instructions.

***The foregoing warranty is exclusive and is in lieu of all other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.***

Invincible™ will repair or replace, at its option, any products (or parts thereof) that are covered by this warranty and that are found to be defective. Installation of repaired and/or replaced product and/or parts is not included. ***The foregoing represents purchaser's exclusive remedy in the event of a breach of this warranty. In addition, in no event will Invincible™ be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, incidental, consequential, special, punitive and/or exemplary damages, losses, or expenses or for loss of profit, revenue or data, regardless of whether purchaser was informed about the possibility of such damages, and in no event will Invincible™'s total liability exceed an amount equal to the sale price of the product giving rise to the liability.***

No claim under this warranty will be valid unless purchaser notifies Invincible™ within a reasonable time of its discovery of any alleged defect, but in any event prior to the expiration of the applicable warranty period. Purchaser will give Invincible™ reasonable opportunity to inspect any allegedly defective product. If instructed by Invincible™, purchaser will return any defective product in compliance with Invincible™'s shipping instructions.

No third party is authorized to bind Invincible™ to any representation or warranty beyond what is specifically described within this document. This warranty may only be modified through a written document executed by an officer or director of Invincible™.

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Sales/Estimating Manager

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Date