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STERN-WILLIAMS CO., INC.

LIMITED ONE- YEAR WARRANTY



Wind River Rest Area, Wyoming

1. WAIVER OF IMPLIED WARRANTY OF MERCHANTABILITY - Stern-Williams Co., Inc. hereby expressly disclaims any implied warranty of merchantability that might exist under Kansas law, the Uniform Commercial Code, or any other law. There are no warranties that extend beyond the description contained in this Limited One-Year Warranty.

2. WAIVER OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE - Stern-Williams Co., Inc. hereby expressly disclaims any implied warranty of fitness for a particular purpose that might exist under Kansas law, the Uniform Commercial Code, or any other law. There are no warranties that extend beyond the description contained in this Limited One-Year Warranty.

3. LIMITED ONE-YEAR EXPRESS WARRANTY - This limited, one-year, express warranty is made in lieu of all other warranties that are applicable to this product, whether they be written, oral or implied. No other warranties, other than as described herein, apply to this product. Stern-Williams Co, Inc. hereby warrants that products manufactured by Stern-Williams Co., Inc. shall be free of defects and workmanship for a period of one year after the date such product is shipped to Buyer by Stern-Williams Co., Inc. This warranty shall not be extended, altered or varied, except in an authorized writing signed by Buyer and Stern-Williams Co., Inc.

Under this warranty, Stern-William Co., Inc. will, in its sole discretion, and upon receipt and verification of a written claim made by Buyer, either: (1) repair the product; (2) replace the product or any part of the product with a replacement product or part of similar type, quality and size; or (3) refund the wholesale price of the product to Buyer. If Stern-Williams Co., Inc. elects to replace the product, it shall do so entirely at its own cost. If Stern-Williams Co., Inc. elects to refund the wholesale price to Buyer, Stern-Williams Co., Inc. shall have no further obligation to Buyer or anyone else with respect to such product.

4. WARRANTY APPLICABLE TO STERN-WILLIAMS CO., INC. PRODUCTS ONLY - The warranty expressed in paragraph 3 only applies to products manufactured by Stern-Williams Co., Inc., and the warranty shall not extend to any product manufactured by parties other than Stern-Williams Co., Inc.

5. CLAIMS MADE BY BUYER UNDER EXPRESS WARRANTY - Any claim made by a Buyer under paragraph 3 shall be in writing and delivered to Stern-Williams Co., Inc. at P.O. Box 8004, Shawnee Mission, Kansas, 66208. Claims must be made within ten (10) days of delivery of a product and before the product is put into process or in any way changed from its original condition.

6. EXPRESS WARRANTY SHALL NOT EXTEND TO THIRD-PARTIES - The express warranty contained herein shall not extend to any parties except Buyer.

7. DAMAGES - Stern-Williams Co., Inc. hereby expressly disclaims any liability for damages above the cost of the product, including but not limited to, proximate damages, incidental damages, special damages, consequential damages, exemplary damages, and/or punitive damages. Stern-Williams Co., Inc. shall not be liable for any costs of delay in replacing or repairing a defective product, any costs of third parties, or any alleged lost profits arising out of any product manufactured by Stern-Williams Co., Inc., even if Stern-Williams Co., Inc. has been advised of this possibility by Buyer. Stern-Williams Co., Inc. shall not be liable for any labor or other expenses not expressly stated above.

8. ARBITRATION CLAUSE - In the event a dispute arises between Buyer and Stern-Williams Co., Inc. concerning this warranty or the product, it is hereby agreed that the dispute shall be referred to binding arbitration in the County of Johnson, State of Kansas, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

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