



CRANE CO. . 241 SOUTH ABBE ROAD . P.O. BOX 4014 . ELYRIA, OHIO 44036 USA

MANUFACTURER'S WARRANTY- OVERHAUL

Lear Romec Division, Crane Co. (hereinafter referred to as "Seller") warrants all goods to be furnished under this overhaul contract shall be free from defects due to faulty workmanship or material for a period of twelve (12) months from the date of delivery to Purchaser.

An overhaul is defined as follows: The unit has been completely disassembled, cleaned, inspected, repaired as necessary, reassembled and tested in accordance with approved standards and technical data.

This Warranty shall apply only on the conditions that:

1. Purchaser delivers written notice of its claim under this clause to Seller within such warranty period, but not later than 30 days after discovery of the defect which is the basis for its claim;
2. Purchaser provides (for complete assemblies) actual unit "operating hours" or its best estimate if actual is not known.
3. Purchaser delivers such goods to Seller at its plant, with transportation charges prepaid, within 60 days after such written notice;
4. Seller determines (in its sole discretion) that such goods are defective and have not been subject to accident, abuse, or misuse, and have been operated and maintained in accordance with the manufacturer's recommendations and specifications and have not been repaired or altered out side Seller's factory in any way and which have not had the serial number effaced or removed;
and
5. The goods have not been the subject of a replication (i.e. reverse engineering) program, either formal or informal, sponsored or supported by the U.S. Government.

The obligations and liabilities of Seller under this Warranty are expressly limited to the replacement or the repair by Seller of such goods and shall not include any removal or reinstallation costs incident to such correction or replacement.

THIS WARRANTY PROVIDED IN THIS ARTICLE, AND THE OBLIGATIONS AND LIABILITIES OF LEAR ROMEC HEREUNDER, ARE IN LIEU OF AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION OR LEAR ROMEC WITH RESPECT TO FITNESS, MERCHANTABILITY, AND INCIDENTAL AND CONSEQUENTIAL DAMAGES) AND WHETHER OR NOT ARISING IN CONTRACT OR TORT, INCLUDING LEAR ROMEC'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY LEAR ROMEC AND BUYER. IN THE EVENT THAT ANY PROVISION HEREOF SHOULD FOR ANY REASON BE HELD INEFFECTIVE, THE REMAINDER OF THIS WARRANTY SHALL REMAIN IN FULL FORCE AND EFFECT.

October 1, 1995