



WARRANTY:

WARRANTIES. Effective November 1, 1997 for Anthony and effective October 1, 2002 for Ardco, the products which Anthony and Ardco manufacture and offer for sale are warranted to: (i) be free from defects in materials and workmanship; and (ii) perform in accordance with applicable refrigeration standards as of the date of manufacture, provided that the installation and maintenance of such products have been performed strictly in accordance with Anthony specifications, (the "Warranty") for a period of 15 months from the date of shipment from F.O.B. the place of shipment as designated by Anthony (the "Warranty Period"), except that Anthony will provide replacement sealed glass units that are part of an original Anthony-manufactured door if the seal breaks and internal condensation results for a period of 10 years from the date of Anthony's shipment. During the 15-month Warranty Period, Anthony shall provide all necessary parts and labor at its cost to provide the Warranty. The extent of Anthony's liability under the Warranty is limited to the repair or replacement, at Anthony's option, of any nonconforming products without charge, F.O.B. the place of shipment as designated by Anthony, until such time as Anthony may change its warranty provisions in its sole discretion at any time with or without prior notification of such change

No Warranty for Non-Standard Products.

Anthony expressly disclaims and make no warranties, express or implied, as to the condition, design, utility, quality, adequacy, or capacity with respect to any Non-Standard Product, including, without limitation, any warranty of merchantability or fitness of such product for a particular purpose or intended use, and whether or not such product has been designated by Anthony as a Non-Standard Product.

All Non-Standard Products, whether sold separately, or incorporated and/or attached to standard Anthony products, and all services relating to such products, are sold to and accepted by [buyer] "as is" and "with all faults." Without limiting any other provision of this [purchase order], [Anthony] shall have no liability to [buyer] for any claim, loss, damage or expense associated with any Non-Standard Product and/or its use or operation, or any other equipment or property of [buyer] caused by or alleged to be caused by any such product or its use or operation, whether directly, indirectly, incidentally or consequentially, or by any inadequacy thereof or deficiency or defect therein.

A "Non-Standard Product" is any product that is different in any manner from any Anthony product that has been previously designed and manufactured by Anthony in accordance with its standard specifications, including, but not limited to any energy controllers or light emitting diode (LED) lighting systems. A Non-Standard Product also includes any standard Anthony product that has been specially designed or modified to meet a particular customer specification, or that contains any additional or substituted product, part, accessory, equipment, fixture, component or material, or that has been assembled, manufactured, produced, or installed by any method or process, which is different from Anthony's standard specifications for such product.

The foregoing exclusion of warranty cannot be modified or waived except as expressly set forth in a writing signed by an authorized officer of Anthony International. "Securit" Thermopane Assembly Limited Product Warranty: The assembly itself is further warranted against internal condensation (air gap leakage) for a period of (5) years from the date of manufacture.

THE ABOVE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

FOR A PARTICULAR PURPOSE. ANTHONY'S SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS INJURY TO PERSONS OR PROPERTY.