ANSUL DRY CHEMICAL AGENTS

WARRANTY, DISCLAIMER AND LIMITATION

Tyco Fire Products LP, d/b/a Tyco Fire Suppression & Building Products ("TFS&BP") warrants that its dry chemical agents conform to ANSUL technical specifications for a period of one (1) year after the date of sale by TFS&BP or its authorized distributor provided customer has:

- (a) Maintained the agent in accordance with a method and in a container or equipment approved by TFS&BP; and
- (b) Not mixed the agent with any other substances.

TFS&BP's only obligation (and Customer's sole remedy) with regard to this warranty shall be to replace quantities of the agent which, in TFS&BP's opinion, do not meet TFS&BP 's specifications within the one (1) year period.

EXCEPT AS PROVIDED ABOVE, TFS&BP MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY CONCERNING THE AGENTS. TFS&BP DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. UNDER NO CIRCUM-STANCES SHALL TFS&BP BE LIABLE FOR ANY INCIDENTAL, CONSEQUEN-TIAL, SPECIAL OR SIMILAR DAMAGES. TFS&BP'S MAXIMUM LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR AGENT.

For additional information, contact your local TFS&BP representative, or Tyco Fire Suppression & Building Products, Marinette, Wisconsin 54143-2542, +1-800-862-6785 or +1-715-735-7415.