

Warranty

Alaskan sells its products under terms and conditions of sale which appear on applicable quotations, acknowledgements or invoices. Under these terms, Alaskan warrants to Purchaser, but not to anyone else, that the goods will conform to the express specifications shown on the applicable quotation, acknowledgment or invoice. Alaskan makes no other warranty of any kind, express or implied, (including no warranty of merchantability, fitness for particular purpose, usage or trade) to any person or entity with regard to the goods or services covered hereby and forbids Purchaser to represent otherwise to anyone with which it deals. Purchaser must inspect the goods, at its sole expense, within ten (10) days of the receipt thereof and notify Alaskan of any claimed defect, shortage or inaccuracy therein within ten (10) days thereafter or it shall be

held to have waived its right to seek remedy thereof or recovery thereon from Alaskan. No goods shall be deemed defective if the alleged defect is discoverable only by inspection means more stringent than those requested by Purchaser in connection with the placing of its order. If Purchaser shall have timely notified Alaskan of alleged defects in the goods and made the goods available for inspection and testing by Alaskan, Alaskan shall determine whether defects exist which are attributable to it, rather than to Purchaser's improper installation, use or maintenance and, if it determines that there are, proceed to remedy the defects under the options available to it in the following paragraph.

Purchaser's sole and exclusive remedy for defective goods or services shall be, at Alaskan's option, repair,

replacement or refund of purchase price. Alaskan shall not be liable under any circumstances, including, but not limited to, any claim for breach of warranty (express or implied), tort (including negligence) or strict liability, for any actual, incidental, contingent, special or consequential damages arising from or out of this agreement or the goods or services purchased hereunder, including but not limited to, no liability for loss of profits or revenue, loss of use of goods or services or other items to be furnished to Purchaser hereunder, cost of capital, cost of substitute equipment, additional costs incurred by Purchaser at its plant or in the field (whether by way of correction or otherwise) or claims of Purchaser's, customers or other third parties for damages.