

WARRANTY

BULK STORAGE VESSELS



Chart Inc. warrants to the purchaser of any Chart manufactured equipment that for one (1) year after initial use (or placement into storage) Chart manufactured equipment shall be free from any defects in workmanship and materials, and that for two (2) years on the DSS Series and five (5) years on the 01 Series after the date of shipment to the original purchaser said Chart manufactured equipment will maintain all vacuum and performance standards for said equipment as published by Chart on the date of invoice.

Purchaser agrees that as a pre-condition to any Chart liability hereunder, purchaser shall fully inspect all goods immediately upon delivery to purchaser and shall give Chart written notice of any claim or purported defect within ten (10) days after discovery of such defect. As a further pre-condition to any Chart liability hereunder, purchaser shall return said purportedly defective equipment, freight prepaid, to the plant of the manufacturer. Chart shall inspect all returned equipment, and, if said equipment is found defective, shall, at its option as purchaser's sole and exclusive remedy, repair or replace such equipment or any defective component or part thereof which proves to be defective, or refund the net purchase price paid by the original purchaser. Alterations or repairs by others or operation of such equipment in a manner inconsistent with Chart accepted practices and all operating instructions, unless pre-authorized in writing by Chart, shall void this warranty. Chart shall not be liable for defects caused by the effects of normal wear and tear, erosion, corrosion, fire or explosion.

Chart's sole and exclusive liability under this Warranty is to the original purchaser and shall not exceed the lesser of the cost of repair, cost of replacement, or refund of the net purchase price paid by the original purchaser. Chart is not liable for any other losses, damages, or costs of delays, including incidental or consequential damages. CHART SPECIFICALLY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OTHER THAN OR WHICH EXTEND THOSE WARRANTIES EXPRESSED HEREIN.