



AVPL STANDARD WARRANTY

AVPL warrants to the customer that its products will be free from defects in workmanship and material for a period of (1) year from the date the product is shipped. This Limited Warranty specifically excludes fatigue failure or similar occurrences resulting from harmonic oscillation, vibration, or resonance associated with the movement of air currents around the product. If during this warranty period, the product proves defective in workmanship or material, AVPL shall correct any defect, at its option, either by repairing any defective part or parts or replacement part at no charge to the customer, if the customer promptly notifies AVPL and furnishes proof of purchase within the warranty period. The liability of AVPL under this warranty period, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the warranty period all such liability shall terminate. AVPL shall not be liable for damages including, but not limited to, lost profits or revenue, loss of use of the product, cost of substitute products or labor charges associated to the removal or reinstall of the defective product, nor any transportation expenses to and from AVPL's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by AVPL. This limited warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the customer and liability of AVPL. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.