

**Mueller Die Cut Solutions, Inc.**

**Limited Warranty & Limitation of Liability Statement**

**No terms and conditions contained in any written or oral communications, including but not limited to, the Buyer's purchase orders, which are different from or in addition to the terms and conditions contained herein shall be binding on Mueller.**

**Limited Warranty & Limitation of Liability:** Mueller warrants that this product will, at the time of shipment: (i) materially conform to Mueller's written specifications; (ii) be free from significant defects in material and workmanship; and (iii) be free from liens or encumbrances on title. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, (A) NEITHER MUELLER NOR ANY PERSON ON MUELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR PERFORMANCE OF THE PRODUCTS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MUELLER, OR ANY OTHER PERSON ON MUELLER'S BEHALF. If there is a breach of any warranty, your exclusive remedy shall be product replacement or refund of purchase price for the defective products. Buyer shall notify Mueller, in writing, of any alleged claim or defect within five (5) Business Days from the date Buyer receives the products.

[Third-Party Products. Buyer acknowledges that the products may contain [, be contained in, incorporated into, attached to or packaged together with] products manufactured by a third party ("Third-Party Products"). Third-Party Products are not covered by the warranty set forth above. For the avoidance of doubt, Mueller makes no representations or warranties with respect to any Third-Party Products.]

IN NO EVENT SHALL MUELLER OR ITS REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATED TO THE PRODUCT OR ITS SALE OR USE THEREOF BY BUYER OR ANY PERSON TO WHOM BUYER SELLS OR CONVEYS SUCH PRODUCT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Furthermore if any third-party buyer or user of this product asserts any claim against Mueller related to this product beyond Mueller's written warranty or the specific remedy provided for above, you agree to indemnify and hold harmless Mueller from any such claim and any costs and expenses resulting therefrom.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY MUELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS.