

SUMMIT INDUSTRIAL PRODUCTS, INC.

WARRANTY

Summit Industrial Products, Inc. ("SUMMIT") warrants that its lubricants (the "Product") meet the standards and specifications set forth on the Product, the packaging of the Product, and the Product Data Sheets. In the event that the Product fails to conform with this warranty, SUMMIT shall be responsible for the reasonable costs of repairs for all damages which are directly caused by such failure provided the following steps are performed:

- Written notice of such failure is provided to SUMMIT within thirty (30) days of discovery of such failure or damages resulting therefrom. Notice should be sent to:

V.P. Lubricants and Technology
Summit Industrial Products, Inc.
P.O. Box 131359
Tyler, TX 75713

- A sample of the used Product from the failed equipment is preserved and is provided to SUMMIT as well as a sample of the unused Product, if it is available.
- The Product was used in accordance with the operating instructions of the manufacturer of the equipment.
- Documentation is available to show that the equipment has been maintained in a preventive maintenance program which meets the equipment manufacturer's recommendations.

SUMMIT is not responsible for any consequential or indirect damages. The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral or implied (including any warranty of merchantability or fitness for purpose).

