

WEBER MFG. & SUPPLIES, INC. DISCLAIMER

WARNING; ASSUMPTION OF RISK

Machined component products may pose a risk or danger when used improperly. Responsibility lies with you, the customer, purchaser, or user of these manufactured parts (the "Parts") to provide proper instructions, drawings and specifications with respect to the manufacture of the Parts, to inspect and approve the Parts after they have been manufactured, and to safely apply and use the Parts. Weber Mfg. & Supplies, Inc. (hereafter "We" or "Us") have not been made aware of the purpose for which the Parts will be applied or used. You assume the risk that may arise from future use of the Parts, and release and agree not to sue Us for any claim arising or connected with such use.

LIMITED WARRANTIES

We warrant our Parts to be free of defects for ninety (90) days after receipt or acceptance by you of the Parts. The remedy for this limited warranty is that We will repair or replace nonconforming Parts.

Beyond the above express warranty, no other express or implied warranties of any type, including for example, implied WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are made with respect to the manufacture of the Parts or their use. We will not be responsible for any indirect, special, punitive, consequential or incidental damages arising out of or connected with the use of the Parts.

INSPECTION; ACCEPTANCE

Inspect and examine the Parts before you accept or use them. Check to confirm, among other things, that the Parts have been manufactured in accordance with the instructions, drawings and specifications furnished or approved by you, that tolerances are within industry standards and that the material used is approved by and acceptable to you. If you notice what may be a problem, contact Us. After delivery of the Parts to you and your acceptance of them, We have no responsibility for maintenance or repair of the Parts.

DISCLAIMER OF LIABILITY; DRAWINGS

We understand that on occasion, your order may be accompanied by drawings that are difficult to read, or by a part. As a significant condition of our bargain, you agree to clarify and confirm instructions or specifications that are hard to read, and you authorize Us to use that part as the basis for a drawing to use in the manufacturing process. You also agree to defend, hold harmless and indemnify Us (including any of our owners, employees and agents) for any claim arising from the manufacture or use of the Parts (including but not limited to claims for personal injury, death or property damage, and for attorneys fees and costs) and from any claim for infringement arising from the manufacture of the Parts, except for claims arising from our gross negligence.