

SK3000 Warranty

Steel King Industries, Inc. ("Steel King") warrants only to the original end user buyer (the "Buyer") of the Steel King SK3000 products (the "Products") that the Products (a) will be free from defects in materials and workmanship for a period of two (2) years from the date of the original purchase thereof by Buyer (the "Warranty Period") and (b) upon delivery thereof to Buyer, will be in conformance with specifications and/or drawings agreed to by Steel King in writing. Any claim made under this warranty must be made within the Warranty Period. Where the Buyer has purchased from Steel King a Product containing the design feature of either (a) an offset front column or (b) a double front reinforced column that is at least 48" high, plus a heavy first horizontal brace, Steel King further warrants to the Buyer that, for the Warranty Period, such Product will be free from structural damage on the upright frames of such Product that is caused by normal fork lift use.

Buyer shall notify Steel King as soon as any defect becomes apparent and shall confirm in writing such notice within a reasonable time, but not later than thirty (30) days after the discovery of the defect. Buyer shall not take any steps to correct any alleged defect without prior written authorization of Steel King. Steel King will repair or replace any Product found by Steel King, to its reasonable satisfaction, to be defective under the above warranty within the Warranty Period. Such repair or replacement (whichever Steel King determines, in its discretion, to provide) will be Steel King's sole obligation and Buyer's exclusive remedy for any deficiency in the Products and will be conditioned upon Buyer's return of such Products to Steel King, F.O.B. Steel King's loading dock, freight prepaid by Buyer, unless Steel King decides, in its sole discretion, to repair the Products at the Buyer's site of installation of the Product. Any repaired Products or replacement Products will be shipped by Steel King to Buyer, F.O.B. Steel King's loading dock, freight collect. Any Products repaired or replaced under this warranty are warranted only for the balance of the Warranty Period on the Product that was repaired or replaced.

The remedies under this warranty shall not be available to Buyer: (1) when the Product is altered or repaired without prior written authorization from an officer of Steel King; (2) for normal wear and tear or cosmetic issues; (3) for damage resulting from use of the Product for purposes or in configurations not originally intended by Steel King; (4) where the Product is (i) stored outdoors or in a way that exposes such Product to weather conditions or (ii) shipped on un-tarped or otherwise uncovered trailers; (5) for Products that have not been installed or maintained in accordance with Steel King's instructions; or (6) for damage resulting from acts of God or the willful misconduct or negligence of Buyer.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. STEEL KING EXPRESSLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

STEEL KING SHALL NOT BE LIABLE FOR, AND DISCLAIMS, ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.