

LIMITED WARRANTY

ESS CORP. - ("ESS") warrants the filter vessels ("equipment") sold by it to be commercially free of any defects in material and workmanship. This warranty shall remain in force for a period of two years from date of shipment, but shall not extend to any equipment that has been affected by damage or wear resulting from misuse, abrasion, corrosion, negligence, accident, tampering, faulty installation, inadequate maintenance, damage or casualty. This warranty also shall not extend to equipment that has been repaired or altered in any manner that affects the condition or operation of the equipment or to replacement parts not manufactured or furnished by ESS. For the equipment provided by ESS and manufactured by others, warranty limitations given by original equipment manufacturer remain. This warranty does not extend to filter bags.

The Buyer shall give ESS prompt notice of any claims to be made under this warranty, and the equipment to be returned should be shipped prepaid to ESS's manufacturing plant providing authorization from ESS for this return. If the ESS, in its sole discretion, determines that the equipment does not conform to this warranty, ESS shall repair or replace the equipment free of charge - F.O.B. ESS warehouse. If ESS determines that such repair or replacement is not feasible, ESS may, at its sole option, refund the purchase price.

THE BUYER'S EXCLUSIVE REMEDY AGAINST ESS FOR THE BREACH OF ANY OBLIGATION UNDER THIS PURCHASE CONTRACT, REGARDLESS OF ITS LEGAL BASIS WHETHER DERIVED FROM WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER CAUSE, SHALL BE LIMITED AS SPECIFIED HEREIN, TO REPAIR, REPLACEMENT OR, AT ESS'S SOLE OPTION, REFUND OF THE PURCHASE PRICE. ESS shall not be liable for any other damage or loss, including, but not limited to, incidental or consequential damages for injury to persons, products, buildings, contents of buildings or any other property, or for lost profits or lost sales, or any other direct, incidental or consequential loss.

THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.