

CELLTECH METALS STANDARD LIMITED WARRANTY

CellTech Metals Inc. ("CellTech") warrants to the first retail customer that all CellTech panels will be free of defects in material and workmanship for five (5) years.

This Limited Warranty only applies to equipment that is properly maintained, that is used in normal service, and that is free from accident or collision. "Normal service" means the loading, unloading and carriage of uniformly-distributed, legal loads of non-corrosive and properly-secured cargo on well maintained public roads with gross vehicle weights not exceeding the labeled gross vehicle weight rating.

CellTech shall not be liable under this Limited Warranty if:

- (a) The damage was the result of an accident; or
- (b) The equipment was subjected to abuse, alteration, misuse or extraordinary usage of any kind, including but not limited to: (i) the equipment was not properly inspected or maintained, (ii) the equipment was improperly used, stored, installed, repaired or operated, and/or (iii) any part thereof was subject to corrosive environmental conditions causing premature aging.

The parties understand and acknowledge that this Limited Warranty excludes the following:

- (a) Parts, components, equipment, or accessories manufactured by others. CellTech hereby assigns to first retail customer any warranties in favor of CellTech with respect to any such parts, components or accessories that are incorporated into any goods purchased by Customer and which may legally be assigned by CellTech. CellTech will provide copies of applicable part, component, equipment, or accessory warranties upon reasonable request;
- (b) Parts, components, equipment, or accessories that are not defective at time of delivery but which as a result of normal wear and tear require replacement during the warranty period;
- (c) Normal maintenance; and/or
- (d) Panels or parts that have been repaired or altered by anyone other than in accordance with CellTech approved repair procedures or by a CellTech authorized service provider.

CellTech's exclusive liability shall be the repair or replacement, at CellTech's option, with respect to any warranty claim. All warranty repairs will be performed at a location determined by CellTech. Customer is responsible for all associated transportation costs. Replaced components are to be retained for 120 days unless authorized otherwise. Replaced components must be returned to CellTech and/or its vendors within 14 days of request.

Any accepted warranty claim with respect to paint or its application is subject to five-year pro-rata cost sharing between CellTech and Customer.

In the event of a warranty claim or any other claim with respect to these Terms and Conditions, any Sales Confirmation, or any other agreement respecting the purchase or sale of goods from CellTech (collectively, "Agreement"), CellTech's exclusive liability shall be the repair or replacement, at CellTech's option, of any equipment or component. The first retail customer must notify CellTech in writing of any claim regarding alleged defective or nonconforming goods:

- (a) Within ten (10) days after initial receipt of the goods and prior to use of the goods as to alleged manufacturing or workmanship defects; or
- (b) Within thirty (30) days after a defect is or should have been discovered with respect to any claim covered by such warranty.

If the first retail customer fails to provide timely notice to CellTech of a claim, the goods shall be deemed accepted by first retail customer without objection and any such claim by first retail customer shall be waived. First retail customer acknowledges and agrees that it will not assert a right of offset or recoupment against CellTech or any affiliate thereof, or its working capital lender or any successor or replacement working capital lender or any affiliate thereof, with respect to any future, present or prior sales transactions involving any new or used goods or any other obligation of CellTech to first retail customer.

WITH RESPECT TO FIRST-PARTY CLAIMS OF FIRST RETAIL CUSTOMER AGAINST CELLTECH, THE RIGHTS AND REMEDIES PROVIDED TO FIRST RETAIL CUSTOMER HEREIN SHALL BE THE SOLE AND

EXCLUSIVE RIGHTS AND REMEDIES OF FIRST RETAIL CUSTOMER, TO INCLUDE IF CUSTOMER REVOKES THE GOODS. FIRST RETAIL CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES PROVIDED BY APPLICABLE LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE OR ANY OTHER DAMAGES. CELLTECH SHALL NOT BE LIABLE TO FIRST RETAIL CUSTOMER FOR ANY LOST BUSINESS OPPORTUNITY AND/OR PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST FIRST RETAIL CUSTOMER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CELLTECH'S NEGLIGENCE OR BREACH OF WARRANTY. CELLTECH SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY GOODS WHICH ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL NOT DIRECTLY RELATED TO A VALID WARRANTY CLAIM. IN NO EVENT SHALL CELLTECH'S AGGREGATE LIABILITY TO FIRST RETAIL CUSTOMER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID TO CELLTECH BY FIRST RETAIL CUSTOMER FOR SUCH GOODS. ANY ACTION AGAINST CELLTECH MUST BE BROUGHT WITHIN TWENTY-FOUR (24) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THE EXCLUSION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE, AND OTHER DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH IS NOT INTENDED TO LIMIT FIRST RETAIL CUSTOMER'S RIGHTS TO SEEK INDEMNIFICATION AND/OR CONTRIBUTION FOR THIRD-PARTY CLAIMS BROUGHT AGAINST FIRST RETAIL CUSTOMER WITH RESPECT TO THE GOODS. THIS LIMITED WARRANTY IS SOLELY FOR THE BENEFIT OF THE FIRST RETAIL CUSTOMER AND IS NON-ASSIGNABLE.

CELLTECH OFFERS NO WARRANTY WHATSOEVER FOR CUSTOMER-SUPPLIED COMPONENTS AND MATERIAL.

CELLTECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WITH RESPECT TO CUSTOMER-SUPPLIED COMPONENTS AND MATERIAL DISCLAIMS ANY WARRANTY OF TITLE AND INTELLECTUAL PROPERTY INFRINGEMENT. ONLY THE CELLTECH WARRANTY DEPARTMENT HAS THE AUTHORITY TO DECIDE WARRANTY CLAIMS. WARRANTY REPAIRS AND REPLACEMENTS DO NOT EXTEND THE WARRANTY PERIOD.

CELLTECH® IS A REGISTERED TRADEMARK OF CELLTECH METALS INC.