Europe shall have right to enter the premises of the Purchaser and remove all of the said equipment, and in connection therewith, dismantle or remove any portion of any buildings, driveway or other improvement necessary to enable CCPI Europe Ltd to remove said equipment without liability for doing so.

If the purchase is one of fuel fired equipment, its control and accessories, there will always exist an explosive and fire hazard. To minimize such hazard, this equipment must be properly installed, operated and maintained in accordance with the appropriate instructions, as revised from time to time. The improper installation or application of the equipment or goods, their use with improper ventilation, piping, or wiring, inadequate inspection or testing, the lack of careful, regular maintenance of both goods and equipment in conjunction with the goods that are used: the lack of careful supervision, qualified employees, proper warnings, and proper safety precautions; the exposure of the goods or equipment to an improper atmosphere (excess heat, dirt, corrosion), conditions that place a hazard which results in a loss of life, serious injury or damage. Purchaser agrees with CCPI Europe Ltd to take upon itself and require others to take all reasonable measures to avoid each such hazard. Purchaser agrees to notify its employees, customers, and users of the products, of the aforesaid warnings, and to deliver to its customers or users or employees all written warnings provided with each product by CCPI Europe Ltd.

Indemnity

In the event that any claim arises against CCPI Europe Ltd from any act or omission of Purchaser, or due to the Purchaser’s failure to notify of the warnings, terms and conditions as set forth above, the Purchaser agrees to indemnify and save CCPI Europe Ltd Harmless from and against all liability, cost, and expenses (including attorney fees) arising out of any such claim.

Claims

All claims by Purchaser against CCPI Europe Ltd that goods shipped do not conform to specifications, and all other claims made by Purchaser, must be in writing and received from CCPI Europe Ltd within the warranty period and within ten (10) days of the date of Purchaser for the products or services. Failure to give such notice within such ten (10) day period shall constitute a waiver by Purchaser of all claims with respect to such goods.

Warranty

CCPI Europe Ltd warrants to the original Purchaser and not any other person or entity, for a thirty (30) day period from the date of shipment, to repair or replace any of the equipment or goods of its own manufacture which is defective in material or workmanship so as not to perform the functions for which it is required. However this warranty shall not exceed the cost of the materials. Under no circumstances will CCPI Europe Ltd be liable for damages or claims with respect to any goods that the Purchaser destroys in any way or degree has processed or changed in dimension or characteristics from that delivered. CCPI Europe Ltd Guarantees to the original Purchaser that the products of its manufacture will perform at rated capacity as stated only when properly installed, connected, started, operated and maintained in accordance with CCPI Europe Ltd instructions from time to time, and when used for the applications specified and when in the environments specified and when in the environments specified or as limited. If the products are part of a greater system, CCPI Europe Ltd accepts responsibility only for the products manufactured by it.

Goods or equipment not of company manufacture supplied in piece or as components to a system designed or as sold by CCPI Europe Ltd, are not covered by this warranty. However, CCPI Europe Ltd will strive to help the Purchaser to the benefit of such adjustment as is obtained from the manufacturer of that component or product. This warranty does not apply to damage caused during freight, misuse or abuse of the product, modifications, consequences of incidental damages arising from the use of the product, or failure to follow the product instructions sheets.

THE WARRANTY IS EXCLUSIVE. THE WARRANTIES HEREBY MADE BY CCPI EUROPE LTD, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED HEREFROM AND SHALL NOT APPLY TO THE GOODS SOLD. THE PURCHASER'S EXCLUSIVE REMEDIES AND CCPI Europe Ltd'S ONLY OBLIGATIONS ARISING OUT OF AND CONNECTION WITH DEFECTIVE MATERIAL, EQUIPMENT OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE ONLY THOSE STATED HEREIN.

Installation Warranty

In the event that CCPI Europe Ltd installs the goods or equipment, CCPI Europe Ltd warrants that its installation work shall be free from defects in workmanship and shall substantially conform to the contract specifications. If Purchaser believes this warranty has been breached, it must provide written notice to CCPI Europe Ltd as soon as the defect becomes apparent, but no later than thirty (30) days of the date of receipt of such goods. This warranty is subject to the warranty period for the equipment as stated in paragraph 3.

LIMITATION OF LIABILITY

It is expressly agreed that the liability of CCPI Europe Ltd is limited and that CCPI Europe Ltd does not function as an insurer. Purchaser will indemnify and save CCPI Europe Ltd harmless from liability for operating expenses (including, but not limited, incidental or consequential damages for lost profits, lost sales, lost production, down-time, overhead, labour, injury, or damage to person or property, spoilage or any other incidental or consequential loss) shall be available to Purchaser. The liability of CCPI Europe Ltd shall be limited to the lesser of the actual loss, harm, or damage suffered, but in no way to exceed the value of the product purchased.

This LIMITATION OF LIABILITY article shall apply to and prevail over any and all provisions contained in any of the documents comprising agreements between the parties.