



LIMITED WARRANTY AND LIMITATION OF LIABILITY

TERMS AND CONDITION OF SALE

SOILEAU INDUSTRIES, INC. (SII), 800 N.W. Railroad Ave, Ville Platte, LA 70586 warrants its products subject to the limitations hereinafter stated, to be free of defects and material workmanship under the intended use of the product for a period of one (1) year (12 months), from the date of invoice. This limited warranty extends only to the original Purchaser/end user and will be void if the product is used in any manner other than the known intended use for which the product was designed.

This Limited Warranty is limited to the repair or replacement, without charge, once SII determines the part to be defective. Purchaser must notify SII within ten (10) days of the date of discovery of any claim defect, and if requested by SII, return the defective product freight prepaid to SII FOB shipping point as shown on Purchasers invoice, or, at the option of SII, make the defective part available for inspection by SII or its designee. Should the part be determined to be defective, SII will pay the freight for shipping. SII will also pay the freight for the replacement or repaired part to Purchaser. Notice shall be in writing and sent to SII corporate offices at the address set forth above.

SII shall not be liable for any other damages other than repair or replacement, whether direct or consequential. Specifically, SII shall not bear any liability for any crop damage or other incidental or consequential damages resulting for any defects in its product.

Purchaser does hereby hold harmless SII from any and all claims, suits, or liability arising from injuries to persons or property, including death, and from any other claims, suits, or liability on account of any negligent or intentional act or omission by Purchaser or any of Purchaser's officers, agents, employees, or servants.

Purchaser shall be responsible for inspecting the material at the time of delivery and note on the bill of delivery any apparent defects.

Once goods are shipped and accepted by Purchaser payment shall be due in accordance to the terms listed on the invoice. A finance charge of one and a half percent (1.5%) per month (18% annual rate) shall be due and payable on all past due invoices.

In the event of any litigation between the parties concerning this warranty or the conditions of sale, including all trial and appellate proceedings, the venue shall be in the State of



Louisiana, Evangeline Parish and under the laws of the State of Louisiana as to all issues in dispute. The successful party shall be entitled to attorney fees, court cost and all cost of litigation. Purchaser agrees to submit to the jurisdiction of the State of Louisiana by acceptance of delivery of product from SII. Any failure or forbearance by SII to enforce any conditions of the sale or of this warranty shall not constitute a waiver or relinquishment of any of SII's rights and remedies.

Neither party shall assign its rights and duties under the contract of sale or this warranty without the others prior written consent. Any amendments or modifications to either shall be in writing and signed by both parties. The parties do acknowledge that any deviation or variation of the provisions of the Uniform Commercial Code or by agreement of the parties and shall have precedence unless specifically prohibited under Louisiana law.

However, before litigation is instituted for a disputed claim, the parties agree to submit the alleged defective part for independent testing. All cost in connection with such testing shall be born by the party proved incorrect in the allegations pursuant to the results of a third party tester.

Lastly, SII disclaims all express warranties other than those contained within this document. There are no warranties that extend beyond those described herein and SII shall not be liable for any special, indirect, incidental or consequential damages of any kind, including but not limited to lost profit, business interruption losses, loss of goodwill, loss of business or loss of customer relationships. Verbal statements of any person associated with SII as an owner, manager, employee, or agent which may tend to expand the warranty set forth herein shall be null, void, and unenforceable unless made in writing and signed by both parties herein.

The statute of limitations in any action commenced shall be one (1) year of the date of sale. Notification in writing to SII by Purchaser within ten (10) days of the discovery of the defect shall interrupt prescription, and thereafter Purchaser shall have one (1) year from the date of discovery of an alleged defect to commence a cause of action.