



WARRANTY

LIMITED WARRANTY:

Hengye Inc. warrants that all products sold hereunder shall be free from defects in material and workmanship and shall conform to the specification on the face hereof.

It is understood and agreed that Buyer's sole and exclusive remedy against Hengye Inc. shall be either, at Hengye Inc. option, the replacement at the original point of Delivery, or credit of the purchase price for the goods returned to Hengye Inc. at Buyer's expense and found by Hengye Inc. to be defective, and Hengye Inc. shall not be liable for other defects or shortcomings. Hengye Inc. shall have no obligation for any labor costs in connection with the inspection or repair of any defective goods. No obligation either expressed or implied has been undertaken by Hengye Inc. with regard to suitability, capacity, performance, or compliance with Buyer's specification or needs. This warranty is contingent upon Hengye Inc. receipt of notice in writing from Buyer of a claimed defect prior to the expiration of thirty (30) days following the date of the delivery of the goods. No return shall be made without the prior written consent of Hengye Inc.

HENGYE INC. HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER.

Hengye Inc. neither assumes, nor authorizes any person to assume for it, any obligation or warranty other than those stated herein. Any suggestion to the contrary notwithstanding Hengye Inc. shall not, in any event, have any liability under this warranty unless and until the goods supplied have been paid for in full. The warranty period shall begin, as described above, whether or not payment has been made.

Hengye Inc. guarantees and warrants that products arriving at site will meet or exceed specifications provided to the client, as according to the Specification Sheet for each product ordered. A Certificate of Analysis will be provided for each corresponding production run, or lot number, for all material shipped to Buyer. The Certificate of Analysis offers actual testing data from WI-PG-12 tests (Shanghai Hengye QA/QC test procedure), performed by the manufacturer, and thus shows the actual quality of the products that were produced and delivered to the client. Material warranties will not be granted by Hengye Inc. beyond the Warranty Period of thirty (30) days following the date of delivery, due to the lack of ability to monitor the storage, installation, and/or use of the material, unforeseen circumstances, errors, and/or other variables that might occur during operation and are beyond the care and control of Hengye Inc.

The lifespan and performance of Hengye Inc. product is not known or predictable as industry data does not provide the necessary information to make such assumptions.

This warranty policy applies to all sales and transactions with Hengye Inc. from the date of its establishment through perpetuity. Special cases of other warranty terms, if considered, are to be included in specialized Terms and Conditions that are to be included in sales documentation for each unique order, otherwise all warranties revert to the terms of this Agreement.

Any claim for breach of warranties shall be deemed waived unless written notice of such claim is given during the Warranty Period.

Hengye Inc. shall not be held responsible for defects caused by lack of maintenance, unintended use, misuse, abuse, external accidents, alterations, or repairs made or performed by any person or entity not under the control of Hengye Inc., or other causes beyond the reasonable control of Hengye Inc. Buyer understands that Hengye Inc. may challenge the existence of a defect or nonconformity requiring coverage by the Warranty provided under this Agreement.

If within the Warranty Period the Buyer discovers and does not promptly notify Hengye Inc. or give Hengye Inc. an opportunity to test or correct defective or nonconforming material, the Buyer waives Hengye Inc. obligation to correct that defective or nonconforming material as well as the Buyer's right to claim a breach of the warranty with respect to that defective or nonconforming material.

Following the expiration of the Warranty Period, Buyer expressly waives and releases Hengye Inc. from all claims relating to defects or deficiencies in the material, or otherwise relating to the performance or sufficiency of the material, whether arising in contract, warranty, tort (including negligence), strict liability, equity, or otherwise.

Notwithstanding anything herein to the contrary, the warranties and remedies set forth above constitute the sole warranties of Hengye Inc. and the Buyer's sole remedies in the event of a breach of such warranties by Hengye Inc. The warranties set forth above are in lieu of, and Buyer disclaims any and all other warranties, written or oral, express or implied, including any warranty of merchantability or fitness for a particular purpose.