



Mold Steel Warranty

FSW-002
Rev 0
10/01/2017

SOREL FORGE CO. ("Seller") warrants to the initial purchaser from Seller ("Buyer") only, without right of transfer or assignment, for a period of one year from shipment FOB Seller's dock (the "Warranty Period"), that products in Seller's mold steel family sold to Buyer under its registered trademarks HOLDERBLOC®, COREBLOC®, MD®, Hi-Hard® MD®, MD®Xtra, MLQ®, MLQ®Xtra, 420M®, 420Q®, MARX®, MARQ®, DC® and HPQ® (collectively "Mold Steel Products") will be free from defects in materials and workmanship and fit and suitable for the use of manufacturing molds for plastic injection. The foregoing warranty is exclusive and in lieu of all other warranties whether written, verbal or implied (including any implied warranties of merchantability of fitness for purpose). The foregoing warranty supersedes and replaces any warranty in Seller's standard Terms and Conditions of Sale as well as any and all other general warranties covering Seller's products and supersedes any warranties contained in terms and conditions proposed by Buyer or any prior version of this warranty.

Claims under this warranty must be made in writing within the Warranty Period to the address below, and, in order that Seller may confirm the existence of a warranty defect, Buyer must give Seller an opportunity to examine any Mold Steel Product alleged to be defective either in the place of use or, at Seller's request by Buyer shipping, at Seller's expense, the Mold Steel Product or sample of same to Seller's plant. Upon confirmation of a defect covered by this warranty, Seller shall at Seller's option either (1) reimburse Buyer for all direct costs of manufacture incurred by Buyer in correcting the defect or (2) subject to the maximum amount of reimbursement allowed herein, reimburse Buyer for both the purchase price paid for the defective Mold Steel Product and all verifiable direct labor expenses incurred by Buyer in the machining or other manufacture or production of the mold from the Mold Steel Product, upon which payment the mold and any remaining Mold Steel Product shall become the property of the Seller. The maximum amount of reimbursement allowed under this warranty and Seller's maximum warranty liability shall be ten (10) times the invoiced net cost of the defective Mold Steel Product.

In the event that a warranty claim is determined to be unjustified, Seller reserves the right to charge the freight and transshipment costs as well as the costs of examination. Any liability of Seller to Buyer under the foregoing warranty is expressly conditioned upon Buyer complying with all specifications and mold manufacturing recommendations of Seller which Seller may submit to Buyer at or prior to acceptance of an order for Mold Steel Product. The liability of Seller to Buyer or any other person, arising out of the sale of Mold Steel Products and the manufacturing of the same into mold for plastic injection, whether based upon warranty, contract, strict liability, negligence or otherwise, shall not in any case exceed ten (10) times the invoiced net cost of the defective Mold Steel Product and are subject to compliance with the claims procedure stated above. In no event, shall the Seller be liable for incidental, indirect, special or consequential damages under this warranty or otherwise in connection with the sale of Mold Steel Products.

This warranty does not cover damage due to faulty workmanship in manufacture of a mold, abuse or misuse of the mold in production of plastic parts or ordinary wear and tear of a mold in service.

Sorel Forge Co.
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