

Linear Measurements, Inc.

HOLD HARMLESS & LIMITED WARRANTY

Buyer(s) of Linear Measurements, Inc. (LMI) products and/or services are deemed to be, and acknowledge by the purchase of LMI to goods and/or services that they are fully knowledgeable in the use or application of these goods and or services. Buyer(s) further unconditionally acknowledged by their purchase that the use and application, or intended use or application, of all purchased LMI goods and/or services are outside of control and/or knowledge of LMI, its Officers, Employees, Suppliers, Vendors, Contractors or other Supply Chain Participants; and that no specific use, application, or fitness for a particular use or application for purchased LMI goods and/or services has been offered, asserted, or otherwise communicated to the buyer by LMI, its Officers, Employees, Suppliers, Vendors, or other Representatives. Because LMI lack of control of use or application of purchased LMI goods and/or services, Buyer(s) by purchasing LMI goods and/or services agrees unconditionally to forever hold LMI, its Officers, Employees, Suppliers, Vendors, Agents and/or Contractors harmless from and against all Demands, Claims, Suits, Causes of Action, Costs, Expenses, and Damages that LMI may at any time suffer or sustain or become liable for under any Legal Theory, including without limitation, Contract, Warranty, Product Liability, and Strict Liability in Tort, by Reason of any Accidents, Damages or Injuries, either to Persons or Property or both, of Buyer(s) or of any Subsequent Buyer(s) (person or entity), or of any Third Party, that arise out of, or relate, to the use or misuse of any product and/or service sold by LMI to Buyer(s). In addition to the above Hold Harmless Indemnity granted by Buyer(s) above, Buyer(s) agreed to Protect, Defend, Indemnify and hold LMI, its Officers, Employees, Suppliers, Vendors, Agents, Contractors, other Representatives, and or Supply Chain Participates harmless from and against all Demands, Claims, Suits, Causes of Action, Costs, Expenses, and Damages that LMI may at any time suffer or sustain or become liable for under any Legal Theory, including without limitation, Contract, Warranty, Deceptive Trade Practice, Negligence, Product Liability and Strict Liability in Tort, by reason of any Accidents, Damages, Injuries, either to Persons or Property of Both, of Buyer(s), or any Third Party(s), that arise out of the Use or Misuse of any goods and/or services sold hereunder that is caused by or results from the sole or concurrent negligence of LMI, its Officers, Employees, Vendors, Contractors and/or Representatives in the Design, Manufacture, Marketing, Sale or Distribution of LMI goods and or services sold hereunder. LMI warrants goods and/or services sold by LMI to Buyer(s) are free from defects in materials and workmanship at the time of manufacture and/or delivery of services. Buyer(s) acknowledge and hereby agree as a condition of purchase, that the only remedy under Warranty, which is in effect for a limited period of 90 days from receipt of the goods and/or services by the Buyer(s) or his Agent(s), will be the repair or replacement of the purchased goods and/or services, at the sole discretion of LMI. Repairs or replacement goods and/or services are only warranted for the remaining un-expired portion of the Warranty period.