

MANUFACTURER'S WARRANTY

GapVax, Inc.

575 Central Avenue
Johnstown, PA 15902
888-4GAPVAX (888-442-7829)
814-535-6766 814-539-3617/FAX

(Please review this Warranty, fill in the requested information, retain a copy for your records, and return the original to GapVax, Inc. at the address listed above)

LIMITED WARRANTY

GapVax[®] Incorporated (Company) warrants title to the GapVax[®] Manufactured Products and also warrants to the original purchaser, but not successive purchasers or transferees that subject the GapVax[®] Manufactured Products subject to the conditions and limitations set forth below, to be of the kind and quality described in Company's current specifications and free of defects in workmanship and material and will be replaced and/or repaired for the one year from date of delivery.

The one year warranty shall commence within one year from the date of delivery of the vehicle to the original Purchaser. This one year warranty covers workmanship and materials of GapVax[®] Manufactured Products. GapVax[®] assumes no responsibility for problems arising out of or improper mounting of additional parts or pieces of equipment to the GapVax[®] Manufactured Products which is completed by anyone other than GapVax[®] employees, or defects caused or related to accident, misuse, alterations or improper maintenance.

During the warranty period, if the original purchaser discovers that such item was not warranted and provides written notice to GapVax[®] within ten days of discovery, GapVax[®] shall remedy such nonconformance, by, at GapVax[®]'s option, adjustment, repair, or replacement of the item. If GapVax[®] elects to remedy the alleged defect in workmanship and materials by adjustment in the field, then the original purchaser must receive written authorization for adjustment from GapVax[®] prior to any repairs being made. In the event GapVax[®] determines to replace or repair equipment or parts, then GapVax[®] will replace the part or make the repair only, but assumes no responsibility for additional costs, including freight, etc. If the original purchaser fails to notify GapVax[®] within the aforementioned one year period, GapVax[®] shall have no liability or obligation to Purchaser hereunder. GapVax[®] shall have the right of disposal of parts replaced by it. Any separately listed item of the product not manufactured by GapVax[®] shall be covered only by the express warranties of the manufacturer of the individual item separately listed.

This Warranty sets forth the original Purchaser's exclusive right and remedies against GapVax[®] with respect to the equipment. **THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

GapVax[®]'s liability to Purchaser relating to the equipment, whether in contract or in tort arising out of warranties, representations, instructions, installation, or defects from any cause shall be limited exclusively to correcting the product(s) and under the conditions as aforesaid. **IN NO EVENT SHALL GAPVAX[®] INCORPORATED BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY PURCHASER.**

Issued to:

Address:

Distributor:

Date of Delivery:

Warranty Start Date: