

All merchandise manufactured or assembled by Apache is warranted at the time of shipment to conform to the quantity and type of merchandise described on Customer's purchase order and be free from defects in material and manufacturing (provided such merchandise is properly installed and used only for the intended purpose and under normal service conditions). This warranty shall extend to only the original purchaser of the merchandise.

If a defect or nonconformity should occur, the sole obligation of Apache shall be either replacement, repair, or at the option of Apache, a refund of the purchase price, conditioned upon Apache's receipt of written notice of the alleged defect or nonconformity within ten (10) days of customer's receipt of the merchandise and prior to the merchandise having been changed from its original condition (except for reasonable inspection). No claims shall be effective if made after the merchandise has been used or otherwise converted or changed. Upon the expiration of the 10-day time period set forth above, customers shall be deemed to have accepted the merchandise. The final determination of whether merchandise is defective or nonconforming rests with Apache.