

LIMITATION OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION:

Buyer acknowledges that there are hazards associated with the use all the products offered by SynQuest. Buyer agrees that their staff who may use or handle SynQuest products are aware of the hazards and that the Buyer will assume full responsibility for training their employees and independent contractors of all hazards to person and property in any way connected with SynQuest products. Furthermore, the Buyer agrees to instruct their employees, agents, and customers to use such products in a safe manner. Purchaser also assumes full responsibility for the results of using any product in combination with other articles or substances, and in any manufacturing process, and for the safe disposal of the product in accordance with applicable laws.

SynQuest's sole obligation and the Buyer's exclusive remedy with respect to products proved to SynQuest's satisfaction to be defective or non-conforming shall be return of such products to SynQuest, and refund of the purchase price actually paid by the Buyer. SynQuest shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by SynQuest, or any undertakings, acts, or omissions relating thereto. Without limiting the generality of the foregoing, SynQuest specifically disclaims any liability for property or personal injury damages penalties, special or punitive damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claim's of the Buyers Customers or any third party for such damages. SynQuest shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

The Buyer shall indemnify SynQuest from and against any and all losses, damages and expenses (including attorney's fees and other costs defending any action) that SynQuest may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law, by the Buyer, its officers, agents, or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

SynQuest assumes neither responsibility nor liability for loss or damage either special or consequential occurring by reason of delay or inability to deliver caused by fire, strike, accident, embargo, delay of carrier, insurrection, riot, act of civil or military authorities, or some other cause which is unavoidable or beyond reasonable control.