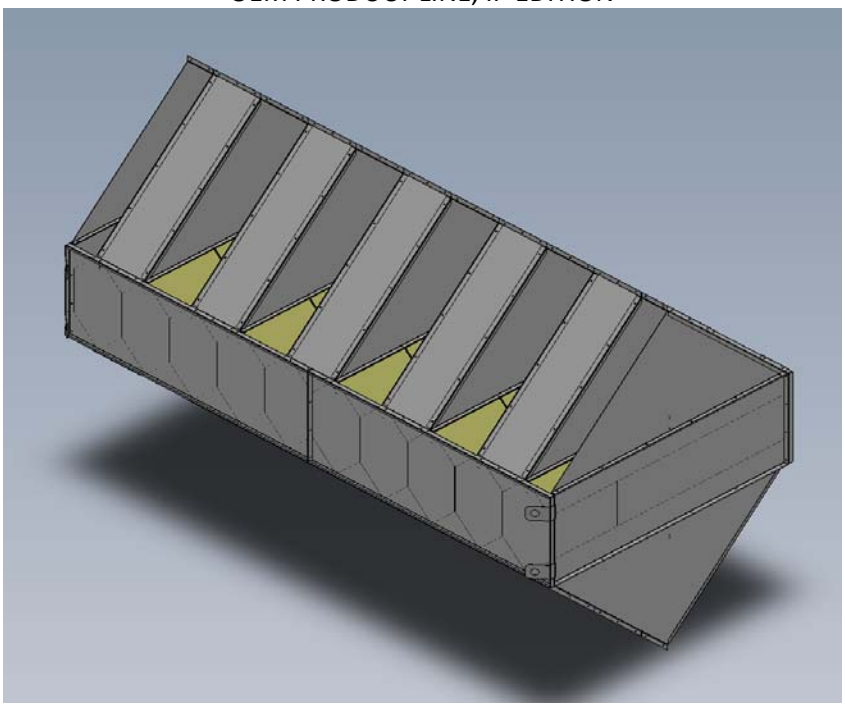
HEAT RECOVERY COMPONENTS
FOR AIR HANDLING SYSTEMS

OEM PRODUCT LINE, IP EDITION



MSP® PLATE HEAT EXCHANGER

MSP Technology
is a proud member of the
U.S. *Green* Building Council

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THE NEXT GENERATION OF *GREEN* DEHUMIDIFICATION

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MSP® ENERGY RECOVERY

Welcome to MSP® Technology, a world leader in **GREEN** energy recovery and dehumidification solutions. MSP products save energy, save precious water, and provide the best possible indoor air quality. MSP Technology offers energy recovery and dehumidification components for specification in, and adaptation to, air handling equipment.

Multiple Small Plate (MSP®) technology saves energy. It achieves superior heat transfer capacity, with low air pressure drop. The advantage is in MSP Technology's patented design that provides every benefit that could possibly be offered to engineers and owners—and yet the design is economical. The difference is in the MSP Heat Exchanger, not exotic materials or expensive machinery. MSP Technology's heat exchangers are designed to provide every benefit that you could possibly offer building engineers and owners.

MSP Technology offers a wide range of solutions which incorporate our patented multiple small plate design in energy recovery products. For all types of energy recovery applications, from industrial process to commercial buildings to one-of-a-kind units to large commercial systems, MSP's Technology can be tailored to any need.

MSP products offer greater efficiency, dramatically reduced energy consumption and superior indoor air quality that can earn your project LEED® **GREEN** building points.

LEED, or **L**eadership in **E**nergy and **E**nvironmental **D**esign, is an internationally-recognized green building certification system. Developed by the U.S. Green Building Council (USGBC) in March 2000, LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

LEED promotes sustainable building and development practices through a suite of rating systems that recognize projects that implement strategies for better environmental and health performance. The LEED rating systems are developed through an open, consensus-based process led by LEED committees, diverse groups of volunteers representing a cross-section of the building and construction industry. Key elements of the process include a balanced and transparent committee structure, technical advisory groups that ensure scientific consistency and rigor, opportunities for stakeholder comment and review, member ballot of new rating systems, and fair and open appeals.

The United States Green Building Council defines a green product as fulfilling high standards in one or more of the following five categories: Indoor environmental quality, energy efficiency, water savings, materials selection and sustainable site development. The MSP Heat Exchanger is eligible for USGBC LEED®* credits and fits **easily** into at least two of these five categories:

- Indoor air quality (IAQ): The MSP® Dehumidifying Coil provides ventilation with controlled humidity, giving building occupants a comfortable and healthy environment.
- Energy efficiency: The MSP® Heat Exchangers use significantly less energy than competitive heat transfer products.

RESULTS FOR OWNERS, DESIGN ENGINEERS AND OEM'S

Compact MSP Heat Exchangers are pre-engineered for high performance, guaranteed. **They are** the simplest, most cost-effective solution to the problems associated with combining air-to-air plate heat exchangers in air handling equipment.

MSP heat exchangers are compact units, providing versatile configurations to fit virtually any cabinet size and airflow configuration. Components are competitively priced and **are** pre-engineered for high performance, guaranteed.

MSP Heat Exchangers are offered in a range of super-efficient, pre-engineered air-to-air heat transfer components. Capacities are available from 500 to 55,000 CFM. Larger models can be built to specification.

MSP Heat Exchangers offer **the greatest choice** of airflow configurations option**s** of any product on the market. Over-under and cross-flow air configurations allow you to design an air handling unit the way you want it. No compromises.

Now you can offer super-efficient heat recovery solutions by specifying MSP® Technology's patented components. Give your clients the extraordinary economic benefits of multiple small plate technology with up to 80% energy savings.

MSP® HEAT EXCHANGER BENEFITS

MSP Technology's patented heat exchangers are designed to provide every benefit that you could possibly offer building engineers and owners:

- Super-Efficient By Design, up to 80% energy savings
- Lower capital costs - Fast ROI
- Versatile dimensions and airflow configuration
- Pre-engineered for high performance - guaranteed
- No moving parts—low maintenance
- Competitively priced
- Stable efficiency, unaffected by temperature differences
- Compact size
- Guaranteed performance

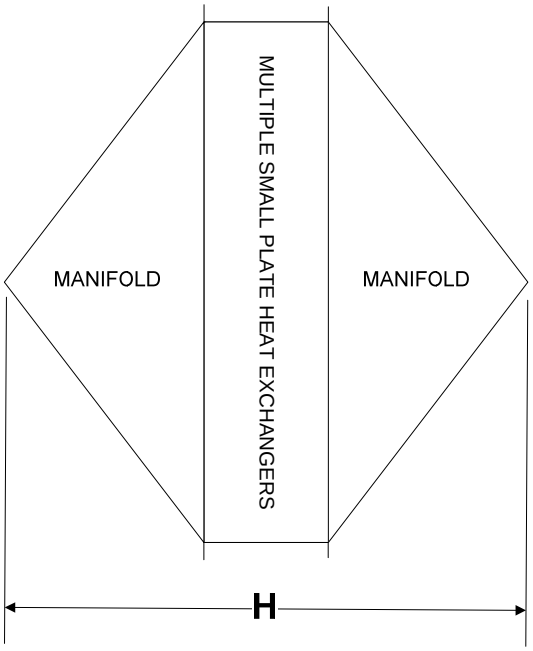
MSP® HEAT EXCHANGER APPLICATIONS

SYSTEM	APPLICATIONS
MSP® HIGH EFFICIENCY	**Superior performance in 24/7 applications such as hotels, public housing and hospitals.**
MSP® STANDARD EFFICIENCY	**Well suited for applications with daytime-only operating hours**

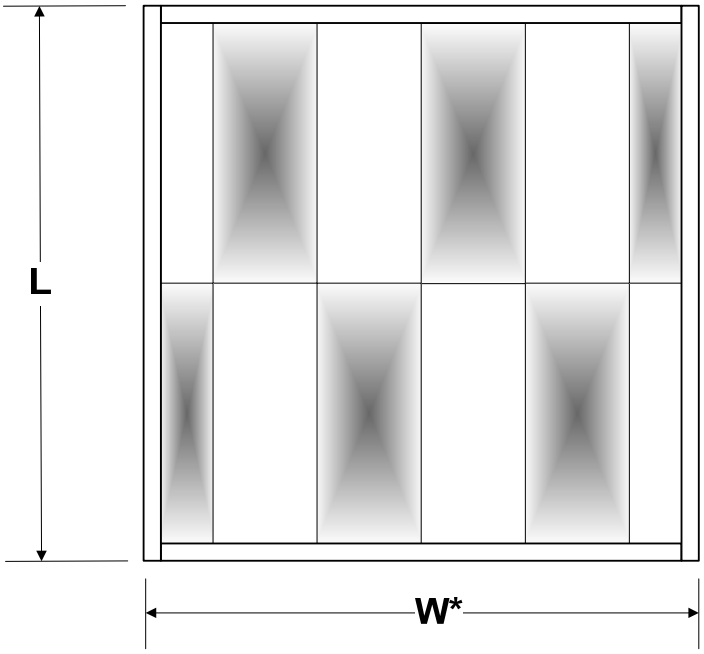
MSP HEAT EXCHANGER SERIES HX DRAWINGS

NOTE: THE MSP HEAT EXCHANGER IS INTENDED FOR OEM USE ONLY

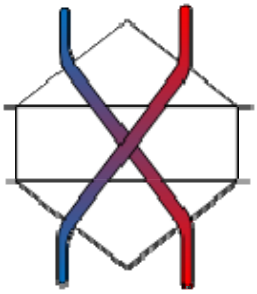
SIDE VIEW



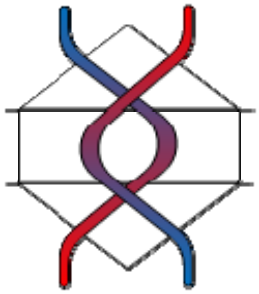
FRONT / REAR VIEW



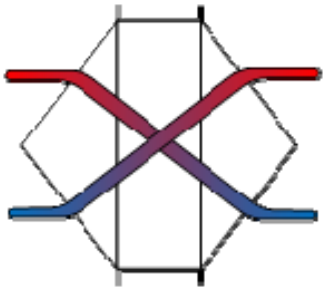
AIRFLOW OPTIONS



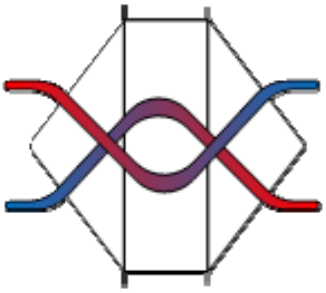
FORM VC



FORM VP



FORM HC



FORM HP

OPTIONS:

- Standard and High efficiency models
- Epoxy coated heat exchangers
- Stainless steel construction
- Multiple airflow patterns

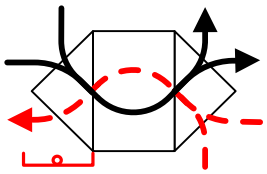
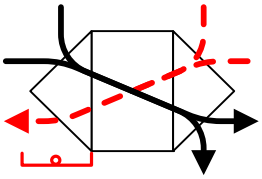
MSP's policy of continuous product improvement, requires that dimensions and weights can change without prior notice

MSP HEAT EXCHANGER AIRFLOW OPTIONS

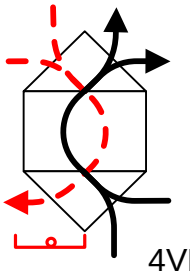
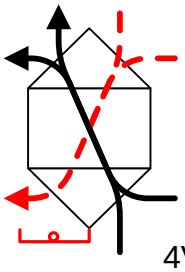
NOTE: THE MSP HEAT EXCHANGER IS INTENDED FOR OEM USE ONLY

HIGH-FFICIENCY ELEMENTS (4A)

HORIZONTAL PLATES (3)

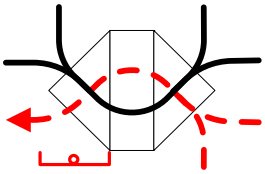
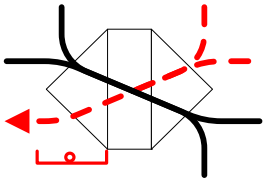
PARALLEL AIR PATTERN	CROSS AIR PATTERN
	
4HP	4HC

VERTICAL PLATES (4)

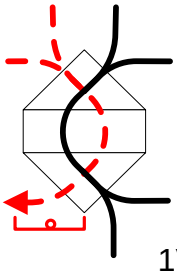
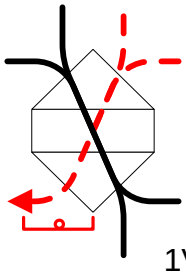
PARALLEL AIR PATTERN	CROSS AIR PATTERN
	
4VP	4VC

STANDARD-EFFICIENCY ELEMENTS (1A)

HORIZONTAL PLATES (3)

PARALLEL AIR PATTERN	CROSS AIR PATTERN
	
1HP	1HC

VERTICAL PLATES (4)

PARALLEL AIR PATTERN	CROSS AIR PATTERN
	
1VP	1VC

FRESH AIR

EXHAUST AIR

Lines with flow arrows indicate mandatory flow direction

RECOMMENDATIONS:

1. Fans should “draw through” the heat exchanger on both sides.
2. Condensing air stream should flow horizontal or downward.
3. Horizontal plates exposed to freezing conditions, should be tilted at an angle of 3-degrees, minimum, in direction of airflow.
4. Vertical plate configuration requires extra support.
5. Defrost means must be provided for systems operating below 25^0F (-4^0C)
6. Drain pan provided by OEM

MSP HEAT EXCHANGER SERIES HX: 560 CFM to 6,860 CFM

PHYSICAL DATA (IP Units)

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
0202	560	19	26	22	32	72	105
0203	840	27	26	28	37	100	144
0302		19	36	22	32	98	142
0204	1,120	34	26	34	43	131	185
0402		19	47	22	32	123	180
0303	1,260	27	36	28	37	134	194
0205	1,400	42	26	40	49	164	230
0502		19	58	22	32	148	217
0206	1,680	49	26	46	55	201	277
0304		34	36	34	43	175	250
0403		27	47	28	37	169	245
0602		19	69	22	32	174	254
0207	1,960	57	26	51	60	240	328
0702		19	79	22	32	199	292
0305	2,100	42	36	40	49	219	310
0503		27	58	28	37	203	296
0208	2,240	64	26	57	66	283	382
0404		34	47	34	43	219	315
0802		19	90	22	32	224	329
0209	2,520	72	26	63	72	329	438
0306		49	36	46	55	267	373
0603		27	69	28	37	238	347
0902		19	101	22	32	249	366
0210	2,800	79	26	69	78	377	498
0405		42	47	40	49	274	390
0504		34	58	34	43	264	380
1002		19	112	22	32	275	403
0307	2,940	57	36	51	60	319	440
0703		27	79	28	37	272	398
1102	3,080	19	122	22	32	300	441
0212	3,360	98	26	80	89	496	640
0308		64	36	57	66	375	511
0406		49	47	46	55	334	469
0604		34	69	34	43	308	445
0803		27	90	28	37	307	448
0505	3,500	42	58	40	49	329	470
0309	3,780	72	36	63	72	434	586
0903		27	101	28	37	341	499

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
0214	3,920	113	26	92	101	616	782
0407		57	47	51	60	398	553
0704		34	79	34	43	353	510
0310	4,200	79	36	69	78	497	664
0506		49	58	46	55	400	565
0605		42	69	40	49	385	550
1003		27	112	28	37	376	550
0216	4,480	128	26	103	112	749	936
0408		64	47	57	66	467	641
0804		34	90	34	43	397	575
1103	4,620	27	122	28	37	410	601
0507	4,900	57	58	51	60	477	665
0705		42	79	40	49	440	630
0218	5,040	143	26	115	124	893	1,103
0312		98	36	80	89	650	849
0409		72	47	63	72	540	733
0606		49	69	46	55	467	661
0904		34	101	34	43	441	640
0220	5,600	158	26	126	135	1,049	1,281
0410		79	47	69	78	617	831
0508		64	58	57	66	558	770
0805		42	90	40	49	495	710
1004		34	112	34	43	486	705
0314	5,880	113	36	92	101	805	1,034
0607		57	69	51	60	556	777
0706		49	79	46	55	534	756
0222	6,160	177	26	138	147	1,238	1,493
1104		34	122	34	43	530	770
0509	6,300	72	58	63	72	645	881
0905		42	101	40	49	550	790
0224	6,720	192	26	149	158	1,420	1,697
0316		128	36	103	112	975	1,235
0412		98	47	80	89	804	1,057
0608		64	69	57	66	650	900
0806		49	90	46	55	600	852
0707	6,860	57	79	51	60	634	889

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

NOTES:

1) Recommended maximum SCFM. We recommend selecting a model equal to, or greater than, the desired SCFM plus 10%..

2) Weight based upon 16 gauge galvanized sheet metal

MSP's policy of continuous product improvement, requires that dimensions and weights can change without prior notice

MSP HEAT EXCHANGER SERIES HX: 7,000 CFM to 16,800 CFM

PHYSICAL DATA (IP Units)

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
0510	7,000	79	58	69	78	737	997
1005		42	112	40	49	605	870
0226	7,280	207	26	161	170	1,615	1,913
0318	7,560	143	36	115	124	1,160	1,450
0609		72	69	63	72	751	1,029
0906		49	101	46	55	667	948
1105	7,700	42	122	40	49	660	950
0228	7,840	222	26	172	181	1,821	2,142
0414		113	47	92	101	993	1,286
0708		64	79	57	66	742	1,029
0807		57	90	51	60	713	1,002
0230	8,400	237	26	184	193	2,039	2,382
0320		158	36	126	135	1,360	1,681
0512		98	58	80	89	957	1,266
0610		79	69	69	78	857	1,163
1006		49	112	46	55	733	1,044
0709	8,820	72	79	63	72	856	1,176
0907		57	101	51	60	792	1,114
0232	8,960	256	26	195	204	2,298	2,664
0416		128	47	103	112	1,201	1,533
0808		64	90	57	66	834	1,159
0322	9,240	177	36	138	147	1,600	1,953
1106		49	122	46	55	800	1,140
0234	9,520	271	26	207	216	2,543	2,931
0514	9,800	113	58	92	101	1,181	1,538
0710		79	79	69	78	977	1,330
1007		57	112	51	60	871	1,226
0236	10,080	286	26	218	227	2,799	3,209
0324		192	36	149	158	1,832	2,216
0418		143	47	115	124	1,426	1,798
0612		98	69	80	89	1,111	1,475
0809		72	90	63	72	962	1,324
0908		64	101	57	66	925	1,289
1107	10,780	57	122	51	60	950	1,339
0326	10,920	207	36	161	170	2,080	2,494

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
0420	11,200	158	47	126	135	1,670	2,081
0516		128	58	103	112	1,427	1,831
0810		79	90	69	78	1,097	1,496
1008		64	112	57	66	1,017	1,418
0909	11,340	72	101	63	72	1,067	1,471
0328	11,760	222	36	172	181	2,342	2,787
0614		113	69	92	101	1,370	1,790
0712		98	79	80	89	1,265	1,684
0422	12,320	177	47	138	147	1,962	2,413
1108		64	122	57	66	1,109	1,548
0330	12,600	237	36	184	193	2,620	3,095
0518		143	58	115	124	1,693	2,145
0910		79	101	69	78	1,217	1,663
1009		72	112	63	72	1,173	1,619
0332	13,440	256	36	195	204	2,948	3,455
0424		192	47	149	158	2,244	2,734
0616		128	69	103	112	1,653	2,129
0812		98	90	80	89	1,419	1,893
0714	13,720	113	79	92	101	1,558	2,042
1109	13,860	72	122	63	72	1,278	1,767
0520	14,000	158	58	126	135	1,981	2,481
1010		79	112	69	78	1,337	1,829
0334	14,280	271	36	207	216	3,258	3,795
0426	14,560	207	47	161	170	2,545	3,074
0336	15,120	286	36	218	227	3,583	4,151
0618		143	69	115	124	1,960	2,493
0912		98	101	80	89	1,572	2,101
0522	15,400	177	58	138	147	2,323	2,872
1110		79	122	69	78	1,457	1,995
0428	15,680	222	47	172	181	2,864	3,432
0716		128	79	103	112	1,879	2,428
0814		113	90	92	101	1,747	2,294
0430	16,800	237	47	184	193	3,201	3,808
0524		192	58	149	158	2,656	3,253
0620		158	69	126	135	2,291	2,881
1012		98	112	80	89	1,726	2,310

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

NOTES:

1) Recommended maximum SCFM. We recommend selecting a model equal to, or greater than, the desired SCFM plus 10%..

2) Weight based upon 16 gauge galvanized sheet metal

MSP's policy of continuous product improvement, requires that dimensions and weights can change without prior notice

PHYSICAL DATA (IP Units)

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
0718	17,640	143	79	115	124	2,227	2,840
0914		113	101	92	101	1,935	2,546
0432	17,920	256	47	195	204	3,597	4,245
0816		128	90	103	112	2,105	2,726
0526	18,200	207	58	161	170	3,010	3,654
0622	18,480	177	69	138	147	2,685	3,332
1112		98	122	80	89	1,880	2,519
0434	19,040	271	47	207	216	3,973	4,660
0528	19,600	222	58	172	181	3,385	4,077
0720		158	79	126	135	2,602	3,280
1014		113	112	92	101	2,123	2,798
0436	20,160	286	47	218	227	4,366	5,093
0624		192	69	149	158	3,068	3,771
0818		143	90	115	124	2,493	3,188
0916		128	101	103	112	2,331	3,024
0530	21,000	237	58	184	193	3,781	4,521
0722	21,560	177	79	138	147	3,047	3,792
1114		113	122	92	101	2,312	3,050
0626	21,840	207	69	161	170	3,475	4,235
0532	22,400	256	58	195	204	4,246	5,036
0820		158	90	126	135	2,912	3,680
1016		128	112	103	112	2,557	3,323
0918	22,680	143	101	115	124	2,760	3,536
0628	23,520	222	69	172	181	3,906	4,722
0724		192	79	149	158	3,480	4,290
0534	23,800	271	58	207	216	4,688	5,525
0822	24,640	177	90	138	147	3,409	4,252
1116		128	122	103	112	2,783	3,621
0536	25,200	286	58	218	227	5,150	6,035
0630		237	69	184	193	4,362	5,234
0920		158	101	126	135	3,223	4,080
1018		143	112	115	124	3,027	3,883
0726	25,480	207	79	161	170	3,940	4,815
0632	26,880	256	69	195	204	4,896	5,826
0824		192	90	149	158	3,892	4,809
0728	27,440	222	79	172	181	4,428	5,368
0922	27,720	177	101	138	147	3,771	4,712
1118		143	122	115	124	3,294	4,231

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

MSP MODEL	MAX SCFM	L	W	H		WEIGHT	
				1A	4A	1A	4A
(1)						(2)	
1020	28,000	158	112	126	135	3,533	4,480
0634	28,560	271	69	207	216	5,403	6,389
0826	29,120	207	90	161	170	4,405	5,396
0730	29,400	237	79	184	193	4,942	5,947
0636	30,240	286	69	218	227	5,934	6,977
0924		192	101	149	158	4,304	5,327
1022	30,800	177	112	138	147	4,132	5,171
1120		158	122	126	135	3,844	4,880
0732	31,360	256	79	195	204	5,545	6,616
0828		222	90	172	181	4,949	6,013
0926	32,760	207	101	161	170	4,870	5,976
0734	33,320	271	79	207	216	6,118	7,254
0830	33,600	237	90	184	193	5,523	6,660
1024		192	112	149	158	4,716	5,846
1122	33,880	177	122	138	147	4,494	5,631
0736	35,280	286	79	218	227	6,718	7,919
0928		222	101	172	181	5,470	6,658
0832	35,840	256	90	195	204	6,195	7,407
1026	36,400	207	112	161	170	5,336	6,556
1124	36,960	192	122	149	158	5,128	6,364
0930	37,800	237	101	184	193	6,103	7,373
0834	38,080	271	90	207	216	6,833	8,119
1028	39,200	222	112	172	181	5,992	7,303
1126	40,040	207	122	161	170	5,801	7,137
0836	40,320	286	90	218	227	7,501	8,861
0932		256	101	195	204	6,844	8,197
1030	42,000	237	112	184	193	6,684	8,086
0934	42,840	271	101	207	216	7,548	8,983
1128	43,120	222	122	172	181	6,513	7,948
1032	44,800	256	112	195	204	7,493	8,988
0936	45,360	286	101	218	227	8,285	9,803
1130	46,200	237	122	184	193	7,264	8,799
1034	47,600	271	112	207	216	8,263	9,848
1132	49,280	256	122	195	204	8,143	9,778
1036	50,400	286	112	218	227	9,069	10,745
1134	52,360	271	122	207	216	8,978	10,713
1136	55,440	286	122	218	227	9,853	11,687

HEIGHT IS BASED ON A 37.5 DEGREE MANIFOLD ANGLE

NOTES:

1) Recommended maximum SCFM. We recommend selecting a model equal to, or greater than, the desired SCFM plus 10%..

2) Weight based upon 16 gauge galvanized sheet metal

MSP's policy of continuous product improvement, requires that dimensions and weights can change without prior notice

GUIDE SPECIFICATIONS – MSP HEAT EXCHANGE COMPONENT

GENERAL:

MSP Heat Exchanger shall be equipped with Multiple Small Plate heat exchange elements connected in parallel airflow.

MSP Heat Exchanger shall comprise (**HIGH OR STANDARD**) efficiency small plate heat exchanger section and manifold sections for directing the airflow through its intended path.

Heat Exchangers shall be rated at (**BTUH**) of recovery, with outdoor air conditions of ____ cfm _____°F db and _____% rh and exhaust air conditions of _____ cfm _____°F db and _____% rh. Energy performance shall be no less than this rating.

MULTIPLE SMALL PALTE (MSP) HEAT EXCHANGER

2.1 The unit shall be furnished with an MSP Heat Exchanger comprising air-to-air heat exchange elements for precooling and reheating the air and a manifold assembly to direct the air through its intended path.

2.2 Air-to-Air heat exchanger elements shall be stationary, arranged in a parallel airflow configuration utilizing MSP technology. The heat transfer media shall be constructed of marine grade aluminum. The heat transfer media shall be smooth surface to promote non-turbulent flow and low pressure drop. Plate spacing shall not exceed 2-mm, resulting in low overall spacial-volume and compact design.

2.3 Air-to-air heat exchange elements shall be arranged end-to-end and side-by-side, in a parallel airflow pattern, for exchanging heat between two airstreams.

2.4 Manifold assembly shall be provided to separate the airstreams and direct the air through its intended path. Manifold shall have angled plates in direction of airflow to guide the air uniformly through the heat exchangers.

2.5 Each element of a MSP Air-to-Air heat exchange element shall perform as follows:

MULTIPLE-SMALL-PLATE HEAT EXCHANGE ELEMENT		
EFFICIENCY	**STANDARD**	**HIGH**
HX UNIT SIZE (MM)	**190**	
MASS FLOW (SCFM)	**140**	
PRESSURE DROP (IN WG)*	**0.56**	**0.58**
PLATE SPACING (MM)	**1.8**	**2.0**
HX SURFACE -ONE SIDE (SQ FT)	**45**	**106**
EFFICIENCY**	**46%**	**80%**

* Pressure drop based upon standard air conditions ** Efficiency based on non-condensing performance

MSP WARRANTY STATEMENT

MSP warrants MSP products free from defect in material and workmanship under normal use. MSP's obligation shall be limited to repair or supplying a replacement for the defective part and assembly or portion thereof, which our inspection shows to be defective, Ex Works MSP factory. Unless otherwise agreed to in writing subscribed to by MSP, this warranty only applies to MSP products for installation within the Continental United States or Canada, and only applies to parts supplied or designated by MSP. Failure of the purchaser to comply with these terms shall result in purchaser's forfeiture of claims for the Warranty's enforcement or breach.

1. TERM - The above warranty applies to all parts and components in the MSP product purchased, except refrigerant, air filters, filter driers and other parts and components subject to ordinary wear and replacement resulting from normal use which are NOT included in any part of this warranty. Warranty shall be for one (1) year from the date of original installation or eighteen (18) months from date of shipping, whichever is the lesser. Notice of any warranty claims must be received by MSP within the warranty period for the warranty to be honored.

2. LIMITATIONS OF COVERAGE – Unless otherwise expressly set forth in a separate limited warranty, this warranty does not cover the cost of labor for any adjustments or service calls, nor does it include the cost of labor for replacing any defective parts or components. Service, maintenance and/or other labor charges are the sole responsibility of the purchasing party and any agreement or contract entered into on behalf of the purchaser and a third party shall have no bearing on this warranty.

This warranty shall not apply to damage or defects in MSP products caused by or subject to negligent operation, misuse, neglect, abuse, accident, alteration or any other unintended application or use of the product.

3. DISCLAIMER OF WARRANTIES

THIS EXPRESS WARRANTY SHALL OPERATE TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER HEREBY WAIVES ALL DEFENSES TO THE ENFORCEMENT OF THIS DISCLAIMER AND FURTHER AGREES TO HOLD THIS DISCLAIMER ENFORCEABLE UNDER THE UNIFORM COMMERICAL CODE AND NEW YORK LAW. IN THE EVENT THE MSP PRODUCT IS COVERED BY A SEPARATE FACTORY WARRANTY, MSO SHALL ASSIGN SUCH WARRANTY TO THE PURCHASER AND THEREAFTER THE SOLE WARRANTY TO PURCHASER SHALL BE THE FACTORY WARRANTY IN LIEU OF ANY OTHER WARRANTY FROM MSP.

4. NOTICE REQUIRED - In the event purchaser makes a claim under this Warranty written notice of the same shall be given to MSP specifying the defect in the product. Purchaser agrees to permit MSP thirty (30) days from receipt of notice to determine whether the damage or defect falls within the scope of this Warranty before taking any further action. MSP agrees to provide purchaser within the thirty (30) day period written notice of its intention to cure the defect or deny coverage. If MSP exercises its opportunity to cure such defect or damage, Purchaser agrees to provide MSP with the commercially reasonable time necessary to cure before taking any further action.

5. DAMAGES - DAMAGES SOUGHT IN ANY ACTION TAKEN TO RECOVER FOR BREACH OF THIS WARRANTY IS HEREBY EXPRESSLY LIMITED TO THE CONTRACT PRICE TO WHICH THIS WARRANTY IS APPLICABLE. IN NO EVENT SHALL MSP BE LIABLE FOR ANY ADDITIONAL DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

6. DISPUTE RESOLUTION - Any controversy, claim or dispute arising out of or relating to this Warranty shall be subject to submission to non-binding mediation in front of the American Arbitration Association ("AAA") or other mutually chosen neutral forum in Nassau County New York, if available, or if not available then in New York County prior to the commencement of any judicial action. Each party shall bear their respective shares of all mediation costs and attorneys' fees.

If the parties are unable to resolve their dispute in mediation, the dispute is then subject to litigation solely in Nassau County, New York. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, and (3) agrees that valid consent to service may be made personally to the party or by mailing the same to the party at the party's last known address.

7. CHOICE OF LAW - This Warranty shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

END