

VERSA-MATIC PRODUCT WARRANTY

Versa-Matic* warrants to the original end-use purchaser that no product sold by Versa-Matic that bears a Versa-Matic brand shall fail under normal use and service due to a defect in material or workmanship within five years from the date of shipment from Versa-Matic's factory. Versa-Matic brands include ELIMA-MATIC[®], TEF-MATIC[®], THERMO-MATIC[®] and FUSION[™].

If Versa-Matic determines that a Versa-Matic brand product has failed during normal use and service due to a defect in material or workmanship within the warranty period for such product, Versa-Matic will repair or replace such product at no charge to the original end-use purchaser. The determination to repair or replace shall be made by Versa-Matic in its sole discretion. The repaired or replacement product shall be shipped to the original end-user purchaser freight collect unless the original end-user purchaser makes other arrangements for shipment. The original end user purchaser shall bear all risk of loss or damage during shipment. Repair or replacement does not extend the original warranty period for a product, and any warranty repair or replacement is warranted only for the balance of the original warranty period.

Statements and data relating to products on Versa-Matic's website and in promotional marketing and technical literature and materials are not intended to define the performance of any product under actual conditions or when used for specific applications, are not warranties, and should not be relied upon in determining the performance of products under actual conditions or the suitability of products for specific applications.

The above warranty and repair or replacement obligation does not apply to or include:

- Any product that is not sold by Versa-Matic as new
- Any accessory or other product that does not bear a Versa-Matic brand (In the case of such products, any warranty is limited to a pass through to the original end-use purchaser of any warranty received from the manufacturer to the extent such pass through is permitted by the manufacturer)
- Any product that fails other than during normal use and service or that fails outside the warranty period for such product
- Normal wear and tear
- Any product that Versa-Matic determines (a) was tampered with, disassembled, repaired, modified or altered without the prior written authorization of Versa-Matic (b) damaged during or after shipment (c) used to pump material that the product was not designed to pump or otherwise used for a purpose or under conditions that differ from those for which it was designed (d) not properly maintained or operated or otherwise misused or (e) subjected to abnormal use or service.
- Any party other than the original end-use purchaser
- Field repair, removal, reinstallation, labor, freight or other similar items

To be eligible for warranty repair or replacement, the original end-use purchaser must notify Versa-Matic of the product failure in writing within the warranty period for such

product and, if requested by Versa-Matic, the product must be promptly returned for inspection, freight prepaid, to either Versa-Matic's factory at 800 North Main Street; Mansfield, OH 44902 USA or to a Versa-Matic authorized distributor. The original end-user purchaser must also promptly provide Versa-Matic or its authorized distributor with all such information as either of them may request concerning the maintenance, operation, use and failure of any product that is claimed to have failed due to a defect in material or workmanship. Return of a product to Versa-Matic's factory requires a Return Goods authorization (RGA) from Versa-Matic, and the RGA No. must be included with the returned product. The original end-user purchaser shall bear all risk of loss or damage during shipment.

THIS PRODUCT WARRANTY IS VERSA-MATIC'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES UNDER THIS PRODUCT WARRANTY ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST VERSA-MATIC WITH RESPECT TO ALL PRODUCTS. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED UNDER THIS PRODUCT WARRANTY, VERSA-MATIC SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT.

UNDER NO CIRCUMSTANCES SHALL VERSA-MATIC HAVE ANY LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, INJURY, LIABILITY, OBLIGATION, COST OR EXPENSE THAT DIRECTLY OR INDIRECTLY RELATES TO OR ARISES OUT OF THE USE OR FAILURE OF ANY PRODUCT OR ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, LOSS OF PROFITS, LOSS OF MATERIAL BEING PUMPED, DOWN TIME, LOSS OF PRODUCTION, LOSS OF CONTRACTS, OR DAMAGE TO REPUTATION OR GOOD WILL, WHETHER OR NOT VERSA-MATIC WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, VERSA-MATIC'S LIABILITY IN CONNECTION WITH ANY INDIVIDUAL PRODUCT SHALL BE LIMITED TO THE ORIGINAL PRICE PAID TO VERSA-MATIC FOR SUCH PRODUCT.

No Versa-Matic authorized distributor or other person is authorized to modify this Product Warranty or impose any liability or obligation on Versa-Matic other than as expressly provided herein.

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