



Warranty Terms and Conditions

A. Seller warrants that the equipment and parts manufactured by it and delivered hereunder will be free from defects in material and workmanship for a period of twelve (12) months from the date of initial start-up or eighteen (18) months from the date of shipment, whichever shall first occur. The Buyer shall report any claimed defect in writing to the Seller promptly upon discovery. After notice from Buyer and substantiation by Seller of the claim, Seller shall, at its option, correct such defect either by suitable repair to such equipment or parts or by furnishing replacement equipment or parts F.O.B. factory.

B. Seller makes no other warranty or representation of any kind. All other warranties, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed.

C. With respect to equipment and parts furnished but not manufactured by Seller, Seller shall assign to Buyer whatever warranty Seller receives from the manufacturer. However, Seller agrees to be the Buyer's primary contact on all warranty claims.

D. Seller shall not be liable for the cost of any repair, replacement, or adjustment to the equipment or parts made by the Buyer or for labor performed by the Buyer or others.

E. No equipment or part furnished by Seller shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas unless specifically agreed to by Seller, or Buyer's failure to properly store, install, operate or maintain the equipment or parts in accordance with good industry practices or specific recommendations made by Seller.

F. The Buyer shall not operate equipment or install parts which are defective without first notifying the Seller in writing of its intention to do so. Any such use of the equipment will be at the Buyer's sole risk and expense.

G. The repair or replacement of the equipment or parts by Seller under this Warranty, shall constitute Seller's sole obligation and Buyer's sole and exclusive remedy for all warranty claims regarding the equipment and parts furnished hereunder.