



## Limited Warranty

### Excerpt taken from Sales Terms and Conditions

**Limited Warranties.** Except as may be otherwise provided in the product literature for a particular product, or as may be otherwise agreed by Seller and Buyer in writing, Seller warrants solely to the original Buyer only that the Goods shall conform to Seller's standard specifications in effect on the date of shipment and under normal use and service shall be free of defects in materials and workmanship for a period of one year from the date of completion of manufacture. This limited warranty does not apply to hoses, any Goods that have a normal useful life of less than one year, or failure in performance due to chemicals, abrasive materials, corrosion, lightning, improper voltage, improper wiring, physical abuse, accident, vandalism, fire, neglect, mishandling or misapplication. This limited warranty also does not apply to failure in performance or damage due to failure to follow installation, operating and maintenance instructions. This limited warranty also does not apply to any Goods which have been altered or repaired without Seller's prior written approval. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANT-ABILITY, WITH RESPECT TO THE GOODS, USED ALONE OR IN COMBINATION WITH OTHER MATERIALS, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**Claims.** All claims by Buyer including, without limitation, claims for alleged defects, damage or shortage, must be made in writing and received by Seller within 30 days after Buyer's receipt of the applicable shipment. Claims concerning defects, damage or shortage that could not be discovered within the above time limit despite timely inspection of the Goods must be made in writing and received by Seller within 10 days from the date Buyer discovered or should have discovered the defects, damage or shortage and, in any event, within 90 days after Buyer's receipt of the Goods.

**Sole Remedies.** The sole obligation of Seller under this limited warranty or otherwise is, at its options, to repair or replace EXW Seller's Cincinnati, Ohio facility any Goods found to be other than as warranted, or to issue to Buyer, in an amount not to exceed the purchase price of such Goods, either a refund or a credit against future orders. IN ALL EVENTS SELLER'S LIABILITY SHALL BE EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH ANY CLAIM IS MADE. SELLER SHALL HAVE NO OTHER LIABILITY TO BUYER WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CLAIM AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR LOST PROFITS OR REVENUES, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FINES OR PENALTIES, INCURRED BY BUYER OR ANY THIRD PARTY.

**Returns.** No Goods may be returned to Seller for warranty service or otherwise without Seller's prior written authorization. All returned Goods must be delivered to Seller's Cincinnati, Ohio facility, freight prepaid, and accompanied by a Returned Goods Authorization Number issued by Seller. Goods returned to Seller with Seller's permission for restocking are subject to a minimum restocking fee of 15% of the original purchase price or \$100.00, whichever is greater.

**Limitation of Actions.** Any action by Buyer on a claim against Seller must be commenced within one year from the date on which the right of action accrues.