



MANUFACTURER'S WARRANTY AND LIMITATION OF LIABILITY

Subject to such exceptions as may be set forth herein, Weldon Pump warrants each new product sold by it or one of its authorized dealers, only against defects in workmanship and/or materials under normal service and use, for a period of eighteen (18) months following the date of installation, or one hundred fifty (150) hours of usage, whichever shall first occur. Products which have been changed or altered in any manner from their original design or which are improperly or defectively installed, serviced or used are not covered by this warranty. Further, said warranty is limited as follows:

1. With respect to products containing rubber/elastomers or other compounds which are subject to a cure date, the warranty on such product is limited in accordance with the cure date. Cure dates will not extend warranty periods.
2. With respect to products designed for intermittent duty, warranty will apply only when product is used within the intermittent duty cycle as called out on the specification.

Weldon Pump expressly excludes any and all implied warranty of merchantability, and its obligation hereunder is limited to repair or replacement of defective products or parts, following inspection and verification of said defects. Weldon Pump assumes no risk or liability whatsoever resulting from the use of said products or parts, including incidental and consequential damages, whether such products or parts are used singularly or as components in other products or systems, and all such risk and liability is assumed by the customer.

The provisions of this warranty and limitations of liability shall not be modified in any respect, except by a written document signed by a duly authorized officer of Weldon Pump. No agent, employee or other party has any authority to obligate Weldon Pump by any terms, stipulations or conditions not herein expressed. All previous representations and agreements, whether verbal or written, referring to the products covered by and within warranty and limitations of liability are hereby superseded and canceled.

When printed on or attached to or referenced by any document issued by Weldon Pump, this writing contains the complete and exclusive statement of the terms of the agreement between Weldon Pump and the customer with respect to the provisions hereof, and shall be so construed as additional terms to any customer's purchase order.