



FAIRBANKS NIJHUIS™

STANDARD WARRANTY

FAIRBANKS NIJHUIS PRODUCT: PERMANENT INSTALLATION EXCLUDING SUBMERSIBLE PUMPS AND MOTORS

Fairbanks Nijhuis ("Seller") warrants equipment (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment, whichever occurs first. Seller does not warrant accessories or components that are not manufactured by Seller however, to the extent possible, Seller agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Seller. Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of equipment, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid.

Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts. Fairbanks Nijhuis assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated.

If requested by Seller, any equipment (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped F.O.B., Seller's factory. Seller will not give Buyer credit for parts or equipment returned to Seller, and will not accept delivery of any such parts or equipment, unless Buyer has obtained Seller's approval in writing.

The warranty extends to repaired or replaced parts of Seller's manufacture for ninety (90) days or for the remainder of the original warranty period applicable to the equipment or parts being repaired or replaced. This warranty applies to the repaired or replaced part and is not extended to the product or any other component of the product being repaired.

Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired.

Seller may substitute new equipment or improve part(s) of any equipment judged defective without further liability. All repairs or services performed by Seller, which are not covered by this warranty, will be charged in accordance with Seller's standard prices then in effect.

THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAWS OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its option, to repair or replace any equipment (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such equipment or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any labor costs or charges incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of equipment or repaired or replacement parts; or (h) any other loss, damage or expense of any nature.

CONDITION TO WARRANTY WORK: If Buyer is in default (including, but not limited to, the failure of Buyer to maintain a current account with Seller) under the Order or any other agreement between Buyer and Seller, Buyer's rights under the warranty shall be suspended and the original warranty period will not be extended.

PERFORMANCE: Equipment performance is not warranted or guaranteed unless separately agreed to by Seller in accordance with its guarantee policy. Performance curves and other information submitted to Buyer are approximate and no warranty or guarantee shall be deemed to arise as a result of such submittal. All testing shall be done in accordance with Seller's standard policy.

LIABILITY LIMITATIONS: Under no circumstances shall the Seller have any liability under the Order or otherwise for liquidated damages or for collateral, consequential or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, regardless of the cause of such damages or losses. In any event, Seller's aggregate total liability under the Order or otherwise shall not exceed the contract price. Buyer agrees to indemnify and hold harmless Seller from all claims by third parties in excess of these limitations.

COMPLIANCE WITH LAW: Since the compliance with the various Federal, State, and Local laws and regulations, concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty, or otherwise.

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