



Standard Warranty Terms

THIS WARRANTY SETS FORTH AMERICAN STAINLESS PUMPS' SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT.

American Stainless Pumps, Inc. and its subsidiaries (hereafter "ASP") warrants that its manufactured products are made of first class materials and in a skillful and workmanlike manner, and when properly installed and maintained, will operate as proposed in ASP's written documents. ASP does not warrant against corrosion or erosion of its products when placed in service. ASP will pass through to its customers any warranties granted by the manufacturers of products purchased by ASP and sold with its manufactured products (such as, but not limited to, motors, controls or mechanical seals), but does not itself warrant these items. There are no other warranties, express or implied, except for those warranties given here.

ASP has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. All products returned to ASP for warranty evaluation must be authorized in advance by the issuance of a Return Material Authorization (RMA) form, which shall accompany the returned product. ASP shall have the sole right to choose whether to repair or replace defective equipment, parts, or components. ASP will not pay for any transportation charges to or from its facilities. Subject to the terms and conditions listed below, any products proven to ASP's satisfaction to be defective due to materials or workmanship will be replaced or repaired at ASP's option.

ASP will consider products for warranty for 12 months from the date of installation or for 24 months from the date of manufacture, whichever occurs first.

ASP shall IN NO EVENT be responsible or liable for the cost of field labor or other charges incurred by any customer in removing and/or affixing any product, part or component thereof.

ASP reserves the right to change or improve its products or any portions thereof without being obligated to provide such change or improvement to previously sold products.

THIS WARRANTY DOES NOT APPLY TO products damaged by force majeure, including lightning, normal wear and tear, normal maintenance services and the parts used in connection with such service including corrosion, or any other conditions beyond the control of ASP, including all mechanical seal failures.

THIS WARRANTY WILL IMMEDIATELY VOID if any of the following conditions are found:

1. Product is used for purposes other than those for which it was designed and manufactured.
2. Product was not installed in accordance with applicable codes, ordinances and good trade practices.
3. Product was damaged as a result of negligence, abuse, accident, misapplication, tampering, alteration, improper installation, operation, maintenance or storage, nor to an excess of recommended maximums as set forth in the product instructions.
4. Product is used with flammable or toxic liquids without written approval from the manufacturer.

NEITHER SELLER NOR ASP SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO,

INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS), ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT, AND THE BUYER AGREES THAT NO OTHER REMEDY SHALL BE AVAILABLE TO IT.

THE WARRANTY AND REMEDY DESCRIBED IN THIS LIMITED WARRANTY IS AN EXCLUSIVE WARRANTY AND REMEDY AND IS IN LIEU OF ANY OTHER WARRANTY OR REMEDY, EXPRESS OR IMPLIED, WHICH OTHER WARRANTIES AND REMEDIES ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT EITHER APPLIES TO A PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESSED WARRANTIES GIVEN ABOVE.

DISCLAIMER: Any oral statements about the product made by the seller, ASP, the representatives or any other parties, do not constitute warranties, shall not be relied upon by the buyer, and are not part of the contract for sale. Seller's and ASP's only obligation, and buyer's only remedy, shall be the replacement and/or repair by ASP of the product as described above. Before using, the user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith.

Some states and countries do not allow the exclusion or limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country. American Stainless Pumps', in its sole discretion, may update this limited warranty from time to time. Any conflicting information relating to warranty procedures, whether in a user manual or otherwise, is hereby superseded by this document. Nonetheless, all references to the term, or length of a warranty term, will remain consistent with the warranty in place at the time of purchase.