

# Alemite Corporation

## Warranty Policy

(Effective May 1, 2003)

Alemite warrants its products to be free from defects in material and workmanship on the date of sale by Alemite, or its duly authorized distributor, to the original purchaser of said products. This warranty cannot be transferred or assigned by the original purchaser. With the exception of any special, extended, or limited warranty published by Alemite, Alemite will, for a period of twelve (12) months from the date of sale, repair or replace any product determined by Alemite to be defective. This warranty applies only when the products are installed, operated and maintained in accordance with Alemite's written recommendations.

**THIS WARRANTY DOES NOT COVER, AND ALEMITE SHALL NOT BE LIABLE FOR GENERAL WEAR AND TEAR, OR ANY MALFUNCTION, DAMAGE OR WEAR CAUSED BY THE FOLLOWING: ABUSE, FAULTY INSTALLATION, MISAPPLICATION, CORROSION, INADEQUATE OR IMPROPER MAINTENANCE, NEGLIGENCE, ACCIDENT, TAMPERING, SUBSTITUTION OF NON-ALEMITE COMPONENT PARTS OR INCOMPATIBILITY OF ALEMITE COMPONENTS WITH EQUIPMENT, ACCESSORIES OR MATERIALS NOT SUPPLIED BY ALEMITE, OR THE IMPROPER DESIGN, MANUFACTURE, INSTALLATION OR MAINTENANCE OF SAME.**

This warranty is conditioned upon the prepaid return of product claimed to be defective to Alemite. If the claimed defect is verified, Alemite will repair or replace free of charge any defective parts. The repaired or replacement parts will be returned to the original purchaser freight prepaid. If Alemite inspection fails to verify the claimed defect in material or workmanship, repairs or replacement will be made at the expense of the original purchaser.

**THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NO IMPLIED WARRANTIES WILL ARISE FROM OR BE MODIFIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE BETWEEN ALEMITE AND THE ORIGINAL PURCHASER.**

Alemite's sole obligation and the original purchaser's sole remedy for any breach of warranty shall be as set in this Warranty Policy. The original purchaser agrees that no other remedy (including, but not limited to, incidental, consequential, direct, indirect or special damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought within two (2) years of the date of sale to the original purchaser.

**ALEMITE MAKES NO WARRANTY AS TO MATERIAL OR WORKMANSHIP, AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ACCESSORIES, EQUIPMENT, MATERIALS OR COMPONENTS SOLD BUT NOT MANUFACTURED BY ALEMITE.** The items sold but not manufactured by Alemite are subject to the warranty, if any, of their manufacturer. Alemite will provide purchaser with reasonable assistance in making any claim for breach of these warranties. In no event will Alemite be liable for indirect, incidental, special or consequential damages resulting from Alemite supplying products hereunder, or the furnishing, performance, or use of any products or goods sold hereto, whether in contract, warranty, tort, negligence, strict liability or otherwise.

This warranty is governed by North Carolina law.

### LIMITED WARRANTIES

Alemite offers a limited warranty for repair parts, fittings, and low and medium pressure hoses, and with respect to these products, for a period of ninety (90) days from the date of sale, Alemite will repair or replace any such products determined by Alemite to be defective. All other terms and conditions of the Alemite warranty apply.

### EXTENDED WARRANTIES

Alemite offers extended warranties, as indicated below, for the following products at no additional cost. All other terms and conditions of the Alemite warranty apply.

#### 5 years

**Oil and Grease Pumps:**

**Ram Series, Standard Duty, Industrial Series (including Transfer and Material Dispensing), Diaphragm Pumps**

**Hose Reels:**

**807X, 808X Series (excluding Hose: 1 year for Double Braid High Pressure, 90 day limited warranty for Low and Medium Pressure Hose)**

**Electronic/Mechanical Meters:**

**362X, 363X, 365X, 368X, 369X**

**Fluid Inventory Control Systems:**

**Fluidguard, Accuguard**

**Accessory Equipment:**

**Used Oil Handling Products, 753X Series Manual Pumping Equipment, 56XX Series Moisture Separators/Filters, 59XX Series Air-Line Lubricators, 76XX Series Regulators (excludes 7624-A and 7936), 33886X Series Filter/Regulator Packages**

#### 3 years

**Series Progressive Lubrication Valves**

**71XXXX Series**