



WARRANTY

FLUIDTROL PROCESS TECHNOLOGIES, INC. (“SELLER”) warrants that its products will be of the kind and quality described in the Sales Order or Contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within twelve (12) months after the initial date of delivery the Seller will, upon notification and substantiation that the product has been stored, installed and maintained in accordance with the Seller’s recommendation and standard industry practice, correct such defects by suitable repair or replacement at Seller’s expense. Seller shall be given the opportunity to inspect the product. Basket strainers are manufactured to meet specific specifications and no warranty is made where the original configuration is altered or modified for specialized applications or requirements.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE.

NO WARRANTY IS INCLUDED AGAINST ANY EXPENSE FOR REMOVAL, REINSTALLATION OR OTHER CONSEQUENTIAL DAMAGES ARISING FROM ANY DEFECT.

Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the purchase, with respect to, or arising out of, the product, whether based on contract, negligence, strict tort or other legal theory.

The Seller shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers for service interruptions. The remedies of the purchaser set forth herein are exclusive and the liability of Seller with respect to any contract or anything done in connection therewith, such as the performance or breach thereof or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under contract, whether arising out of contract negligence, strict tort or under any warranty, or otherwise shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.