

Pump Limited Warranty

NETZSCH warrants that at the time of shipment the Products will be free from material defect in material or workmanship. All claims for breach of the foregoing warranty must be made by Buyer in writing within one (1) year after the date of shipment of such Products (the "Warranty Period"). Company's exclusive obligation under the foregoing warranty, and Buyer's exclusive remedy with respect to same, shall be limited to repair or replacement of the defective Product, or, if NETZSCH in its sole discretion determines that it is unable to correct such defect by delivering replacement Product, accept return of the defective Product and return of the purchase price paid for such Product. NETZSCH shall have no liability or other obligation with respect to any warranty claim not made within the Warranty Period.

The return of Products under this warranty must be authorized by NETZSCH and transportation prepaid by Buyer. NETZSCH has no liability for any repairs made outside NETZSCH's factory without NETZSCH's prior written consent.

This warranty will not be applicable unless the affected unit of Product has been maintained and operated under normal conditions and in accordance with the specifications provided, and for the application(s) identified in writing in the Order or specifications. In no event will NETZSCH be responsible for damage resulting from misuse, abuse, or improper storage or handling of any Product.

Notwithstanding anything to the contrary contained in these Terms or any Order, the warranty on purchased items, assemblies or accessories which are provided or installed as a separable component shall not extend beyond the warranty made by the manufacturer of the component.

Exclusions to Warranty

THE WARRANTY SET FORTH IN THIS PUMP LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, EACH OF WHICH IS HEREBY DISCLAIMED BY THE COMPANY. WITHOUT LIMITING THE FOREGOING, THE COMPANY

DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT, IMPLIED WARRANTY OF TITLE, IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Elastomeric Products, Stators, Rotors, Lobes, Screws, Mechanical Seals, Shaft Seals, Liners, Hose, Joint Parts and other wearing parts are excluded from the foregoing warranty and are provided "as is, where is".

NETZSCH makes no promises or representation that its Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of Order. NETZSCH prices do not include the cost of any related inspections, permits and inspection fees.

This warranty is personal to the original purchaser of the Product and may not be transferred to or exercised on behalf of any third party.

NETZSCH shall in no event be liable to Buyer or any other person, whether by way of indemnification or contribution or otherwise, for any incidental, special, consequential, exemplary or other indirect loss, cost, expense, liability or damage, including loss of business, loss of profit or loss of goodwill, in connection with or arising out of any Order or the supply or use of any Product, breach of warranty, delays in delivery or other breach of contract, from any other cause whatsoever, including the negligence or misconduct of NETZSCH or its agents or employees. In no event will NETZSCH's liability with respect to any Order or the supply or use of any unit of Product exceed the amount actually paid by Buyer with respect to such unit of Product.