

NETZSCH Pumps North America, LLC, 119 Pickering Way, Exton 19341

Pump Limited Warranty

The Company warrants that at the time of shipment the Products will be free from any material defect in material or workmanship. All claims for breach of the foregoing warranty must be made by the 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 any defective Product, or, if the Company in its sole discretion determines that such repair or replacement is impracticable, return of the purchase price paid for such Product. The Company shall have no liability with respect to any warranty claim not made within the Warranty Period.

The return of all Products submitted under this warranty must be authorized by the Company and transportation prepaid by the shipper. The Company has no liability for any repairs made outside the Company's factory, unless with its prior written consent.

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

Notwithstanding anything to the contrary contained herein, 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.

THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, EACH OF WHICH IS HEREBY DISCLAIMED BY THE COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY LOSS, COST, EXPENSE, LIABILITY OR DAMAGE, WHETHER DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF ANY ORDER OR THE SUPPLY OR USE OF ANY PRODUCT. IN NO EVENT WILL THE COMPANY'S LIABILITY WITH RESPECT TO ANY ORDER OR THE SUPPLY OR USE OF ANY PRODUCT EXCEED THE AMOUNT ACTUALLY PAID BY THE BUYER WITH RESPECT TO SUCH PRODUCT.

EXCLUSIONS TO WARRANTY

Grinding Media, Ceramic Parts, Elastomeric Products, Stators, Rotors, Mechanical Seals, Shaft Seals, Joint Parts and other wearing parts are excluded from the foregoing warranty and are provided "as is, where is".

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