



## **Limited Warranty**

United Filtration Systems warrants to Buyer that:

1. No goods will be nonconforming;
2. For a period of one year from the date of shipment of the goods (the Warranty Period), such goods will materially conform to the specifications set forth herein and on our website, and will be free from significant defects in material and workmanship; and
3. Buyer will receive good and valid title to the goods, free and clear of all encumbrances and liens of any kind. For purposes of this Transaction, the term nonconforming shall mean any goods received by Buyer from United Filtration Systems pursuant to a purchase order that
  - a. Do not conform to the part number listed in the applicable purchase order,
  - b. Do not significantly conform to the specifications we have provided you or which are on our website, or
  - c. Materially exceed the quantity of goods ordered by Buyer pursuant to this Transaction or any purchase order.

### **Warranty Limitations**

The warranties under this Section do not apply where the goods have

1. Been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by United Filtration Systems;
2. Been reconstructed, repaired, or altered by persons other than United Filtration Systems or its authorized representative; or
3. Been used with any third-party product, hardware, or product that has not been previously approved in writing by United Filtration Systems.

### **Exclusive Remedy For Defective Goods**

Notwithstanding any other provision of this Transaction, this Article contains Buyer's exclusive remedy for goods that do not conform to the warranties herein (Defective Goods). Buyer's remedy herein is conditioned on Buyer's compliance with its obligations herein. During the Warranty Period, regarding any allegedly Defective Goods:

1. Buyer shall notify United Filtration Systems, in writing, of any alleged claim or defect within ten business days from the date Buyer discovers, or on reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);
2. Buyer shall ship, at Buyer's expense and risk of loss, the allegedly nonconforming goods to United Filtration Systems' facility designated by United Filtration Systems for inspection and testing by United Filtration Systems;
3. If United Filtration Systems' inspection and testing reveals, to United Filtration Systems' reasonable satisfaction, that such parts are Defective Goods, United Filtration Systems shall in its sole discretion, and at its expense, (a) repair or replace Defective Goods or (b) credit or refund the price of Defective Goods less any applicable discounts, rebates, or credits; and
4. If United Filtration Systems exercises its option to repair or replace, United Filtration Systems shall, after receiving Buyer's shipment of Defective Goods, ship to Buyer, at United Filtration Systems' expense and risk of loss, the repaired or replaced goods to the delivery location designated by United Filtration Systems.

Buyer has no right to return for repair, replacement, credit or refund any goods except as set forth in this Section. Neither United Filtration Systems nor Buyer shall be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or relating to this transaction.

This section sets forth Buyer's sole remedy and United Filtration Systems' entire liability for any breach of the limited warranty set forth above. Further, any acceptance of this offer or resulting purchase order shall not change this limited warranty or the following disclaimer of implied warranties. In furtherance of this Limited Warranty and the Disclaimer of Implied Warranties below, this offer is limited to these terms.

### **DISCLAIMER OF IMPLIED WARRANTIES**

EXCEPT FOR THE EXPRESS WARRANTIES SET ABOVE, UNITED FILTRATION SYSTEMS MAKES NO WARRANTY WHATSOEVER REGARDING THE GOODS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY UNITED FILTRATION SYSTEMS, OR ANY OTHER PERSON ON UNITED FILTRATION SYSTEMS' BEHALF, EXCEPT AS SPECIFICALLY HEREIN.