



H-TEC Express Warranty

The warranty period for H-TEC products is 5 years. The Warranty period starts at time of delivery. This warranty covers that the product is free of defects material workmanship and corrosion for (5) years. Manufacturer will repair or replace solely to their discretion. Any other warranties expressed or implied by third parties are not valid. This warranty does not cover damage caused by improper handling or misuse. Damage to property or person resulting from improper use or negligence is not covered.

Seller's express warranties are non-transferable and are conditioned upon:

- (a) installation, maintenance and normal use in conformity with instructions furnished by the Seller, if any; and
- (b) the products not having been subjected to misuse, neglect, accident, inadequate storage, improper installation, alteration, repair, or improper testing which, in Seller's judgment, would adversely affect the condition or operation of the products.
- (c) Seller expressly excludes from his express warranty any condition caused by ordinary wear and tear or by chemical, electrochemical or electric influences beyond Seller's control.

This express warranty excludes any responsibility or liability of company H-TEC, Inc., and its affiliated companies, for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes or improper maintenance or attributable to written specifications or instructions furnished by Buyer.
- (b) defects in products manufactured by others than H-TEC, Inc. and its affiliated companies, and furnished by H-TEC, Inc. hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, H-TEC, Inc. will assign to Buyer, if requested by Buyer.
- (c) wear items (like strainers, filters, intake screens, mechanical seals, diaphragms, moving parts etc.).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED INCLUDING, THE WARRANTY OF MERCHANTABILITY OF FITNESS OF PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL H-TEC, INC., AND ITS AFFILIATED COMPANIES, BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.