



FLOW CONDITIONING CORP.

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WARRANTY AND LIMITATION OF LIABILITY

FLOW CONDITIONING CORPORATION warrants for a period of eighteen (18) months from date of shipment from its factory or one (1) year from date of installation, whichever occurs first, that all Products furnished by it are free from defects in material and workmanship.

FLOW CONDITIONING CORPORATION'S liability for any breach of this Warranty shall be limited solely to replacement or repair, at the sole option of FLOW CONDITIONING CORPORATION, of any part or parts found to be defective during the Warranty period providing the Product is properly installed and is being used as originally intended. Buyer must notify FLOW CONDITIONING CORPORATION of any breach of this Warranty within the aforementioned Warranty period; defective parts must be shipped by Buyer to FLOW CONDITIONING CORPORATION, transportation charges prepaid.

IT IS EXPRESSLY AGREED THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER. UNDER NO CIRCUMSTANCES SHALL FLOW CONDITIONING CORPORATION BE LIABLE FOR ANY COST, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCT WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT WILL LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY FLOW CONDITIONING CORPORATION AND EXCLUDED FROM THIS WARRANTY.

FLOW CONDITIONING CORPORATION neither assumes nor authorizes any person to assume for it, any other Warranty obligation in connection with the sale of the Product. This Warranty shall not apply to any Product or parts of Product, which (a) have been repaired or altered outside FLOW CONDITIONING CORPORATION'S facilities; or (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to FLOW CONDITIONING CORPORATION'S instructions.

In the case of Products not manufactured by FLOW CONDITIONING CORPORATION, there is no warranty from FLOW CONDITIONING, but FLOW CONDITIONING CORPORATION will extend to the Buyer any Warranty of FLOW CONDITIONING CORPORATION'S to supplier of such products.