



TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE SPECIFIED IN WRITING THE FOLLOWING WILL PREVAIL

BUYER'S PURCHASE ORDER TERMS

The terms on the purchase order shall not change, enlarge, or modify Company's liability or obligations.

THIS WARRANTY IS EXCLUSIVE. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANT ABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR, ANY PURPOSE.

No person, including any dealer or representative of the Company, is authorized to make any representations concerning the Company products or systems on behalf of the Company or to assume for the Company the obligations contained in this warranty. The Company reserves the right to make design and other changes, modifications or improvements upon its products or systems, without any obligation to install same on any previously sold or delivered products or systems.

This warranty gives the purchaser specific legal rights. The purchaser may have other rights that vary from state to state.

GENERAL

The possession of the Jomar International catalog and/or literature is not to be construed as an offer to sell the goods listed herein. All orders shall be subject to the approval and acceptance of Jomar International, hereinafter referred to as the Company, at its principal office in Warren, Michigan.

All Company proposals, all acceptances of Purchaser's orders, and all sales by the Company are expressly limited to, and expressly made conditional upon, the Purchaser's acceptance and assent to the Standard Terms and Conditions of Sale as set forth herein, notwithstanding receipt of, or acknowledgment of, the Purchaser's order form or specifications containing additional or different provisions, or conflicting oral representations by any agent or employee of the Company. No waiver, change or modification of any terms or conditions on the face or reverse hereof shall be binding on the Company unless made in writing and signed by an officer of the Company.

LIMITATION OF LIABILITY

It is expressly agreed that the liability is limited and the Company does not function as an insurer. The purchaser and/or user agree that the Company is not liable for loss, harm or damage due directly or indirectly to any occurrence of consequence therefrom. If the Company should be found liable to anyone in any theory (except any express warranty where the remedy is set forth in this document) for loss, harm, or damage, the liability of the Company shall be limited to the lesser of the actual loss, harm or damage, or the original purchase price of the involved equipment, system or service when sold (or when services performed by) the Company to its customer. This liability is exclusive and regardless of cause or origin resulting directly or indirectly to person or property from:

- a. The performance or non-performance of any obligation set forth in this warranty and warranty policy.
- b. Any agreement, oral or written, including specifications, between the Company and the customer.
- c. Negligence, active, passive or otherwise, of the Company or any of its agents, employees, or independent contractors.

- d. Breach of any judicially imposed warranty or covenant and,
- e. Misrepresentation or strict liability involvement.

LIMITED WARRANTY ON THE EQUIPMENT ITSELF

The Company, for a period of one year from the date of shipment, warrants each product or system of its own manufacture to the original purchaser to be free from defects in material and workmanship under normal use, service and maintenance. Normal use, service and maintenance means:

- a. Not in excess of the maximum pressures, temperatures, volumes and rated capacities or other parameters specified in the Company's Product Bulletins, Specification Sheets, and/ or quotation(s).
- b. Using only fluids specified in the Company's Product Bulletins, Specification Sheets, and/ or quotations.
- c. Operation and maintenance in compliance with the appropriate instructions and/or Information Guides.

PERFORMANCE GUARANTEE

The Company guarantees to the original purchaser that the equipment of its manufacture will perform at rated capacity as stated only when (1) properly installed, connected, started, operated and maintained in accordance with Company Instruction(s), and or Information Guide(s), as revised from time to time, and (2) used for the applications specified and (3) used in the environments as specified or as limited. If equipment is part of a greater system, the Company accepts responsibility only for the equipment manufactured by it.

THIS EQUIPMENT MUST BE INSTALLED, OPERATED, AND MAINTAINED IN ACCORDANCE WITH THE APPROPRIATE INSTRUCTIONS(S) AND/OR INFORMATION GUIDE(S), AS REVISED FROM TIME TO TIME, PURCHASERS OF THE COMPANY'S EQUIPMENT WAIVE SUBROGATION ON ALL ITEMS COVERED UNDER THEIR OWN OR OTHER INSURANCE.

SERVICE

Unless otherwise noted herein, the cost of the equipment does not include service or installation. All services performed by the Company are subject to purchaser's payment of the Company's prevailing charges plus necessary travel and living expense.