



PRODUCT and SERVICE WARRANTY

I. EXLINE PRODUCT WARRANTY

“Exline Products” covered under this **WARRANTY** are warranted to be free from defects in materials and workmanship, when installed and used in the manner for which they are intended, for a period of 12 months from the date of shipment from Exline.

Products characterized by Exline as having been *Remanufactured* are covered by this **Warranty** the same as newly manufactured Exline Products.

“Exline Products” include: (i) products manufactured by Exline, as well as parts or components of such products as are manufactured exclusively for Exline, by any other party, to Exline specifications and drawings produced by Exline.

“Non-Exline Products” **not covered by this Warranty**, include: (i) products supplied by Exline manufactured by another party. Such Non-Exline Products are resold by Exline in their original form and are not modified by Exline in any way. Purchaser’s remedy for defective Non-Exline Products shall be limited to the applicable warranty of the manufacturer or supplier.

II. EXLINE SERVICE WARRANTY

Exline warrants its Services, such as overhauls, repairs, site supervision and installation services, including **WARRANTY** Services, to be free from defects in materials and workmanship for a period of 12 months from the date of service completion/start-up. Exline Products installed as part of a Service provided, will be covered by this **WARRANTY** for a period of 12 months from date of installation. Following **WARRANTY** Services, the period of warranty coverage for the unexpired portion of the **PRODUCTS WARRANTY** shall also apply.

III. LIMITATIONS

The sole obligation of Exline hereunder is to repair or replace, at its option, and without charge, any Exline Product which is defective, or, in the case of defective Services, to reperform such Services. Other than the foregoing repair, replacement, or reperformance, the purchaser shall have no other remedy against Exline, and Exline shall not be liable for loss or damage arising from statute, law, strict liability in tort, or negligence resulting from any defect in a Exline Product or in Exline Services, even though the defect was caused by negligence, breach of warranty or strict liability in tort of Exline. **IN NO EVENT SHALL EXLINE, INC. BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS OF USE OF ANY EQUIPMENT, INSTALLATION, SYSTEM, OPERATION OR SERVICE INTO WHICH THE EQUIPMENT, PARTS OR MATERIALS MAY BE PUT, OR**

THE SERVICES PERFORMED. THIS LIMITATION ON VENDOR’S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE GOODS OR SERVICES DELIVERED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY OR OTHERWISE. In any event, Exline shall not be liable for incidental and /or consequential damages including loss of income or profits, lost sales, or economic loss.

IV. CONDITIONS

Such repair, replacement, or reperformance will be affected at a location of Exline’s choice (including Exline plants and service facilities, Exline subsidiary plants, or authorized service facilities). In replacing any Exline Product pursuant to this **WARRANTY**, Exline may replace such Exline Product with a modified or improved product or component.

Purchasers claiming warranty service should contact the Customer Service department at it’s Salina, KS facility.

V. OTHER EXCLUSIONS

This **WARRANTY** does **NOT APPLY TO:**

- Exline Products which, in Exline’s opinion, have been damaged by misuse, misapplication, negligence, or accident.
- Exline Products on which disassembly and/or repairs have been attempted without prior authorization from Exline.
- Any Exline Product if any component part has been repaired or replaced by any part not manufactured or furnished by Exline.
- Products or Services, totally or partially, under the condition of customer furnished engineered specifications/design and/or procedures for lack of serviceability resulting from faulty engineered specifications/design and/or procedures.

Apart from the obligations set forth herein (unless otherwise agreed in writing) Exline makes no other warranty or condition, expressed or implied (by statute, common law, trade usage or otherwise) and specifically excludes the implied warranties of merchantability and fitness for a particular purpose, as well as all other warranties expressed or implied.