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LIMITED WARRANTY: Fluid Motion Sales, Inc. ("FMS") warrants all products manufactured by FMS to be free from defects in material and workmanship under correct use, normal operating conditions, and proper application at the time of shipment for a period of 2 years from date of shipment from Dallas, TX. FMS' obligation under this warranty is limited to the repair or exchange, at FMS' option, f.o.b. Dallas, of any FMS product or part which proves to be defective as provided herein. Warranty consideration will only be extended upon return of the product to FMS for inspection. FMS will furnish without charge, but will not install, replacements for such parts as we find to have been defective. Unless otherwise stated in writing by FMS, this limited warranty is based on operation of the product for a period not exceeding eight hours per day and 4160hrs total. **FMS MAKES NO OTHER WARRANTY OF ANY KIND AND HEREBY DISCLAIMS ALL WARRANTIES EXCEPT THE LIMITED WARRANTY HEREBY STATED, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranty claims must be submitted within ten (10) days of discovery of defects or shall be deemed waived. No representative of our company has any authority waive, alter, vary or add to the terms hereof without prior approval in writing. This limited warranty applies only to products which are subjected to normal use and service. This limited warranty shall not apply to any products which have been subjected to misuse, neglect or accident, or has been altered or tampered with, or if corrective work has been done thereon without our specific written consent, no allowances will be made for such corrective work done without such consent. Improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. FMS shall not be responsible for work done, apparatus furnished, or repairs made by others. Products manufactured by others, and included in our proposal are not warranted in any way by FMS but carries only the manufacturer's warranty, if any.

LIMITATIONS OF LIABILITY: It is expressly understood that FMS's liability is limited to the furnishing of replacement parts. **FMS SHALL NOT BE LIABLE, UPON WARRANTIES OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS.** Thus, FMS is not liable for any other expense, loss or damage including, but not limited to, loss of profits, production, increased cost of operation of spoilage arising in connection with the sale or use of, or inability to use our products for any reason, except as herein provided.

TEXAS LAW TO APPLY, JURISDICTION AND VENUE: It is expressly understood that this sale of products was negotiated, executed, consummated and is otherwise performable in Dallas County, Texas, and shall be governed, construed and interpreted as to validity, enforcement and in all other respects in accordance with the laws of the State of Texas, and the laws of the United States of America, as applicable. FMS has its principal place of business in Dallas County, Texas, which county shall be the proper place of venue to enforce payment or performance. Purchasers irrevocably agree that any legal proceeding arising out of or in connection with this sale shall be brought in the state courts of Dallas County, Texas, or the United States District Court for the judicial district in which Dallas County is located.