

CURTISS WRIGHT
Flow Control Corporation

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WARRANTY POLICY

CURTISS WRIGHT FLOW CONTROL CORPORATION, SPRAGUE PRODUCTION DIVISION, GUARANTEES ITS GOODS TO BE FREE FROM DEFECTS IN WORKMANSHIP OR MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT. THIS WARRANTY DOES NOT INCLUDE FAILURES CAUSED BY LACK OF PROPER MAINTENANCE, INCOMPATIBLE FLUIDS, CONTAMINATION OR APPLICATION OF PRESSURES, TEMPERATURES AND CYCLES BEYOND PRODUCT RATINGS.

GOODS BELIEVED TO BE ORIGINALLY DEFECTIVE MAY BE RETURNED BY THE ORIGINAL BUYER, TRANSPORTATION CHARGES PREPAID, UPON RECEIPT OF A RETURNED MATERIAL AUTHORIZATION NUMBER FROM THE FACTORY. THE RETURN SHOULD INCLUDE THE FOLLOWING: THE ORIGINAL PURCHASE DATE AND ORDER NUMBER, PRODUCT PART NUMBER, AND OTHER PERTINANT DATA TO ESTABLISH WARRANTY CLAIM, AND TO EXPEDITE THE RETURN OR REPLACEMENT TO THE BUYER.

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH HEREIN, THERE SHALL BE NO EXPRESS WARRANTIES, NOR SHALL THERE BE A WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS, FURTHERMORE, SPRAGUE MAKES NO WARRANTY THAT THE GOODS FIT FOR ANY PARTICULAR PURPOSE.

COMPLAINTS REGARDING DEFECTS SHOULD BE MADE BY THE BUYER WITHIN ONE (1) YEAR FROM THE DATE OF SHIPMENT. SPRAGUE RESERVES THE RIGHT TO ACT AS SOLE JUDGE IN DETERMINING THE NATURE AND CAUSE OF THE DEFECT AND SHALL DO SO UPON RECEIVING AND INSPECTING THE RETURNED GOODS. SPRAGUE IS NOT LIABLE FOR UNAUTHORIZED DISASSEMBLY, REPAIR, ALTERATION, AND DEFECTS OR DAMAGE RESULTING FROM MISUSE, NEGLIGENCE OR MISAPPLICATION OF THE GOODS. IN ADDITION, IT IS EXPRESSLY AGREED BY BUYER, IN PURCHASING THE GOODS THAT THE LIABILITY OF SPRAGUE, IF ANY, SHALL BE LIMITED SOLELY TO THE REPLACEMENT AND REPAIR OF THE GOODS IN ACCORDANCE WITH THE WARRANTIES SPECIFICALLY AND EXPRESSLY SET FORTH HEREIN. THE REMEDIES OF THE BUYER ARE THE EXCLUSIVE AND SOLE REMEDIES AVAILABLE AND, IN THE EVENT OF A BREACH OR REPUDIATION OF ANY PROVISION OF THIS AGREEMENT BY SPRAGUE BUYER SHALL NOT BE ENTITLED TO RECEIVE INCIDENTAL DAMAGES AS THAT TERM IS DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE. BUYER WAIVES THE BENEFIT OF ANY RULE THAT DISCLAIMER OF WARRANTY SHALL BE CONSTRUED AGAINST SPRAGUE, AND AGREES THAT SUCH DISCLAIMERS HEREIN SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SPRAGUE.