



Hale Products Inc. • A Unit of IDEX Corporation
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Hale Products Inc. Limited Parts Warranty

EXPRESS WARRANTY. Hale Products Inc. (“Hale”) hereby warrants to the original buyer that pump parts products manufactured by it are free of defects in material and workmanship for 90 days. The “Warranty Period” commences on the date the product is first placed in service.

LIMITATIONS. HALE’S obligations are expressly conditioned on the Product being:

- Subjected to normal use and service;
- Properly maintained in accordance with **HALE’S** Instruction Manual as to recommended services and procedures;
- Not damaged due to abuse, misuse, negligence or accidental causes;
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service Facility;
- Manufactured per design and specifications submitted by the original buyer.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS THE IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE OR USE; QUALITY; COURSE OF DEALING, USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER’S DESIGN AND SPECIFICATION.

EXCLUSIVE REMEDIES. If Buyer promptly notified **HALE** upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to **HALE** must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure;
- **HALE** reserves the right to physically inspect the Product and requires the Buyer to return same to **HALE’S** plant or other Authorized Service Facility.
- In such event, **HALE** will provide a Returned Goods Authorization (RGA) and Buyer must return the product F.O.B. within thirty (30) days thereof.
- If determined defective, **HALE** shall, at its option, repair or replace the Product or refund the purchase price (less allowance for depreciation);
- Absent proper notice within the Warranty Period **HALE** shall have no further liability or obligation to Buyer therefore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING DIRECTLY OR INDIRECTLY OUT OF THE PRODUCT FAILURE.

