



# Warranty Statement

Effective October 18, 2013

Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser<sup>1</sup> that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

## General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

<sup>1</sup> The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.





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Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefor will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

**SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.**

**THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.**

**UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.**



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Hale Products, Inc.		
Product Specific Warranty Terms and Conditions (October 18, 2013)		
Product*	Warranty Period	Coverage**
<b>Pumps</b> Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications  Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.  At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.  Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.  Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.  When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate.
	Marine and Other Applications  Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Engine Driven Units</b> (Excluding Engines ***)	Pump Ends Backpacks Floats  If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re-installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables  If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units  Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.





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<b>Pump Modules</b> Pump Body Weldments, Stainless Manifolds, and Fabricated Panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.  Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
<b>Foam</b> CAFS Systems, FoamLogix Proportioners, and EZ Fill	1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Pump Repair &amp; Replacement Parts</b>	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Pressure Gauges</b>	3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Plumbing</b>	2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Valves</b>	SVS "Torrent" Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.
	Hale Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.
<b>Electronics</b>	2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

\*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

\*\* For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

\*\*\* Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.

