



AMERICAN FLOW CONTROL LIMITED 10 YEAR PRODUCT WARRANTY

American Flow Control warrants that its products covered hereby conform to the description and specifications, if any, provided to the seller by the buyer and are free from defects in materials and workmanship for a period of ten (10) years from the date the products are first shipped. American Flow Control shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold. American Flow Control's sole liability (and buyer's exclusive remedy) hereunder, either for breach of warranty or for negligence, is expressly limited at the option of American Flow Control:

- (A) To the replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein,
- (B) To the repair of such products,
- (C) To the refund or crediting to buyer of the price of such products,
- (D) As to motors, controls or accessory equipment purchased by American Flow Control from others, and used or incorporated in American Flow Control's products, to the same extent that the liability of such supplier(s), is limited to American Flow Control.

Anything contained herein to the contrary notwithstanding, American Flow Control's warranties shall not apply to any product sold hereunder if buyer alters such product or replaces any part or parts of such product with any part or parts not manufactured, sold or offered for sale by American Flow Control. No representation or warranty, express or implied, made by any sales representative or other agent or representative of American Flow Control which is not specifically set forth herein shall be binding upon American Flow Control. No claims for damages for goods that do not conform to specifications will be allowed unless AFC is given immediate notice after delivery of goods and allowed an opportunity to inspect them.