

# **WARRANTY– VACUUM PRODUCTS**

Subject to terms and conditions hereinafter set forth and set forth in General Terms of Sale, US Vacuum Pumps LLC (the seller) warrants products of its manufacturer, when shipped, and its work (including installation & start-up) when performed, will be of good quality and will be free from defects in material and workmanship. This warranty applies only to sellers equipment, under use and service in accordance with seller's written instructions, recommendations and ratings for installation, operating, maintenance and service of products for a period of 12 months. Because of varying conditions of installation and operation, all guarantees of performance are subject to plus or minus 5% variation.

**THIS WARRANTY EXTENDS ONLY TO BUYER AND/OR ORIGINAL END USER, AND IN NO EVENT SHALL THE SELLER BE LIABLE FOR PROPERTY DAMAGE SUSTAINED BY A PERSON DESIGNATED BY THE LAW OF ANY JURISDICTION AS A THIRD PARTY BENEFICIARY OF THIS WARRANTY OR ANY OTHER WARRANTY HELD TO SURVIVE SELLER'S DISCLAIMER.**

All accessories furnished by seller but manufactured by others (motor) will bear only that manufacturer's standard warranty.

All claims for defective products, parts, or work under this warranty must be made in writing immediately upon discovery and, in any event within one (1) year from date of shipment of the applicable item by seller. Unless done with prior written consent of seller, any repairs, alterations or disassembly of sellers equipment shall void warranty. Installation and transportation costs are not included and defective items must be held for seller's inspection and returned to sellers Ex-works point upon request.

**THERE ARE NO WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE.**

After buyers submission of a claim as provided above and its approval, seller shall at its option either repair or replace its product, part, or work at the original Ex-works point of shipment, or refund an equitable portion of the purchase price.

The products and parts sold hereunder are not warranted for operation with erosive or corrosive materials or those which may lead to a build-up of material within the product supplied, nor those which are incompatible with the materials of construction. The buyer shall have no claim whatsoever and no product or part shall be deemed to be defective by reason of failure to resist erosive or corrosive action nor for problems resulting from build-up of material within the unit nor for problems due to incompatibility with the materials of construction.

Any improper use, operation beyond capacity, substitution of parts not approved by seller, or any alteration or repairs by others in such manner as in sellers judgment affects the product materially and adversely shall void this warranty.

No employee or representative of seller other than an officer of US Vacuum Pumps LLC is authorized to change this warranty in any way or grant any other warranty. Any such change by an officer of the company must be in writing.

In no event shall buyer be entitled to incidental or consequential damages. Any action for breach of this agreement must commence within (1) year after the cause of action has occurred.

# NOTES