



FMC Industrial Pump Warranty

FMC warrants new equipment (and its component parts) of its own manufacture and service and repair and replacement parts of its own manufacture against defects in material and workmanship under normal use and service for the following periods:

- In the case of new equipment (and its component parts) - for 12 months after the date of installation or start-up, or for 18 months after the date of shipment by FMC, which ever occurs first
- In the case of service parts - for 90 days from the date of delivery
- In the case of repair or replacement parts for 90 days from shipment or repair or, if longer, for the remainder of the original warranty period applicable to the equipment or part being repaired or replaced

The forgoing warranty with respect to repaired or replacement parts applies only to the repaired or replacement part and does not extend to the equipment, or any other of its components, being repaired or replaced.

Buyer must give FMC notice in writing on any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of equipment and the date of purchase) within 30 days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid. Any cause of action for breach of the foregoing warranty shall be brought within one year from the date the alleged breach was discovered or should have been discovered, which ever occurs first.

FMC does not warrant accessories or components that are not manufactured by FMC, however, to the extent permitted by the original manufacturer, FMC agrees to assign to Buyer its rights under the original manufacturer's warranty, without resources to FMC.

This warranty is the sole warranty of FMC and FMC hereby expressly disclaims and buyer waives all other warranties expressed, implied in law or implied in fact, including any warranties of merchantability or fitness for a particular purpose. FMC sole obligation under this warranty, and buyer's exclusive remedy, shall be, at FMC's option, either (1) to, as FMC chooses, repair or replace any equipment (or its component parts) or part which has a defect covered by this warranty, or (2) to refund the purchase price of such equipment or part: provided that, buyer, at cost, returns the defective equipment of parts to FMC's plant where manufactured and prepays transportation charges for the repaired or replacement item from FMC's factory to buyer.

Without limitation, under the terms of this warranty, FMC shall not be liable for such items as: (a) equipment conditions caused by normal wear and tear, abnormal conditions or use, accident, neglect, or misuse of equipment; (b) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than FMC; (c) damage caused by abrasive materials, chemicals scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (d) any loss, damage or expense relating to or resulting from installation, removal or reinstallation of equipment; or (e) any labor costs or charges other than those of FMC incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by FMC.

Equipment performance is not warranted or guaranteed unless separately agreed to by FMC in accordance with its guarantee policy. Performance curves and other information submitted to Buyer are approximate, and no

warranty or guarantee shall be deemed to arise as a result of such submittal. All testing shall be done in accordance with FMC's standard policy. In the event that, notwithstanding the terms of this warranty, it is determined by a court of competent jurisdiction that an express warranty has been given by FMC to the Buyer with respect to the speed, capacity or other like performance characteristics of equipment or parts, FMC's liability for breach of the same shall be limited to accepting return of the equipment or parts FOB plant of manufacture, refunding any amounts paid by the Buyer to FMC on account of the purchase price (less depreciation charges at the rate of 15% per year if the Buyer has used the equipment or parts for more than thirty days) and canceling any balance still owing on the equipment or parts.

Since the compliance with various Federal State and Local laws and regulations concerning occupational health and safety, the environment, construction or other matters are affected by the use, installation and operation of the equipment and other matters over which FMC has no control, FMC assumes no responsibility for compliance with any laws and regulations, whether by way of indemnity, warranty or otherwise. All repairs or services performed by FMC, which are not covered by this warranty, will be charged in accordance with FMC's standard prices then in effect.

Disclaimer of consequential and incidental damages: FMC in no event shall be liable whether in warranty, contract, strict liability in tort or negligence for consequential or incidental damages, including, without limitation, the loss of profits, use, income, crops or production, or increased costs of operation, arising in connection with the sale, installation, use of, inability to use, or the repair or replacement of FMC equipment, parts or services.