### **EQUERON™ FILTRATION - LIMITED WARRANTY STATEMENT**

This Limited Warranty is the sole and exclusive warranty provided by **Equeron<sup>™</sup> Filtration** ("Seller") and is given in place of all other warranties, express or implied.

#### Warranty Coverage:

Equeron<sup>™</sup> Filtration warrants that its filters and components ("Products") are free from defects in materials and workmanship under normal use, when properly installed and operated in accordance with Seller's instructions:

- Standard filter products: 1 year from date of installation or 18 months from shipment (whichever occurs first).
- Stainless steel filter bodies: 5 years from date of installation or 5 years and 6 months from shipment (whichever occurs first).

#### **Exclusive Remedy:**

During the warranty period, Seller will, at its sole discretion, repair or replace defective Products. This remedy is available only if:

- The Product is installed and operated in accordance with Seller's written instructions and good engineering practices;
- The Product has not been modified without Seller's prior written approval; and
- The customer obtains prior written authorization and returns the Product, freight prepaid, to Seller.

#### **Exclusions:**

This warranty does not cover:

- 1. Products operated outside published specifications;
- 2. Use with incompatible fluids or processes;
- 3. Operation outside stated pressure or temperature limits;
- 4. Unauthorized modifications;
- 5. Blocked filter screens (debris accumulation is not a defect).

# **Disclaimer of Warranties:**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability:**

SELLER'S LIABILITY UNDER THIS WARRANTY IS LIMITED SOLELY TO REPAIR OR REPLACEMENT, AT SELLER'S DISCRETION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, DOWNTIME COSTS, PROPERTY DAMAGE, VEGETATION LOSS, SUBSTITUTE EQUIPMENT COSTS, LABOR COSTS, OR PERSONAL INJURY. SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

# **Commercial Use Only / Non-Transferable:**

This warranty applies only to the **original purchaser** who bought the Product directly from Equeron<sup>™</sup> Filtration for **commercial or industrial use or resale.** It does not apply to consumer use and does not extend to subsequent purchasers or users.

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