



Warranty

Patterson Pump Company and Divisions of Patterson Pump Company ("Patterson") warrants, to the extent hereinafter set forth, each new piece of Patterson equipment to be free from defects in material and workmanship under the normal use and service for which it was intended if, and only if, it has been properly installed and operated.

Patterson's obligation under this warranty is limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part or parts of the equipment that were manufactured by Patterson and which are returned to Patterson at Toccoa, Georgia, provided that such part or parts are received at the Patterson factory not later than twelve (12) months after installation or eighteen (18) months after shipment whichever occurs first.

As to a part or parts such as engines, motors and accessories which are furnished by Patterson, but not manufactured by it, same will carry only the warranty of the manufacturer of such part or parts, and this shall be the limit of Patterson's liability with respect to such part or parts.

Purchaser must notify Patterson by registered or certified mail, return receipt requested, of a claimed breach of warranty within thirty (30) days after discovery thereof, but not later than the termination of the guarantee period hereinabove provided; otherwise, such claim shall be deemed waived.

Purchaser assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other equipment or machinery.

This warranty shall not apply to any Patterson Equipment, or parts thereof, which have been repaired or altered without Patterson's written consent, outside Patterson's factory, or which have been altered in any way so as in the judgement of Patterson, to affect adversely the performance or reliability of the Patterson equipment, or which have been subject to misuse, negligence or accident, or which have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such equipment.

THIS WARRANTY IS FURNISHED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOT OTHERWISE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PATTERSON.

Patterson shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of the equipment. Without limiting the generality of the foregoing, this exclusion from liability embraces the Purchaser's expenses for downtime or for making up downtime, and/or damage for which the purchaser may be liable to other persons, and/or damages to property, and/or injury to or death of any persons. Patterson neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Patterson Equipment.

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