

PRODUCT WARRANTY

Tuthill Transfer Systems ("Manufacturer") warrants to each consumer buyer of its Fill-Rite products (the "Buyer"), from the date of invoice or sales receipt, that goods of its manufacture ("Goods") will be free from defects of material and workmanship. Duration of this warranty is as follows:

- Heavy Duty Products – Two years
- Standard Duty Products – One year
- Economy Duty Products – One year
- Lube Transfer Products – One year
- Cabinet pumps, Parts, and Accessories – One year

Manufacturer's sole obligation under the foregoing warranties will be limited to either, at Manufacturers' option, replacing or repairing defective Goods (subject to limitations hereinafter provided) or refunding the purchase price for such Goods theretofore paid by the Buyer, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligations of Manufacturer. If Manufacturer so requests the return of the Goods, the Goods will be redelivered to Manufacturer in accordance with Manufacturer's instructions F.O.B. Factory. The remedies contained herein shall constitute the sole recourse of the Buyer against Manufacturer for breach of warranty. IN NO EVENT SHALL MANUFACTURER'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF THE MANUFACTURE SALE, DELIVERY OR USE OF THE GOODS EXCEED THE PURCHASE PRICE OF THE GOODS. The foregoing warranties will not extend to Goods subjected to misuse, neglect, accident or improper installation or maintenance, or which have been altered or repaired by anyone other than Manufacturer or its authorized representative. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. No person may vary the foregoing warranties and remedies except in writing signed by a duly authorized officer of Manufacturer. Warranties or remedies that differ from the foregoing shall not otherwise be binding on Manufacturer. The Buyer's acceptance of delivery of the Goods constitutes acceptance of the foregoing warranties and remedies, and all conditions and limitations thereof.

Fluids to be pumped or metered should be checked for compatibility with the wetted materials list. If in doubt about compatibility of a specific fluid, check the fluid's supplier or manufacturer.