

## **XD SERIES HANDLINE NOZZLES 10 YEAR LIMITED WARRANTY**

Elkhart Brass Manufacturing Company, Inc., 1302 West Beardsley Avenue, Elkhart, Indiana 46514 (“Warrantor”), warrants to the original purchaser of any XD Series Handline Nozzle manufactured by Warrantor and to any person to whom such equipment is transferred, that such equipment shall be free from defects in materials and workmanship during ten (10) year period commencing upon receipt of such equipment by the original purchaser thereof (“warranty period”). This Limited Warranty does not cover wear items (such as): Ball and seat, bumper, teeth.

Warrantor’s obligation under this warranty is specifically limited to replacing or repairing its equipment or parts thereof which are shown by Warrantor’s examination to be in a defective condition attributable hereunder to Warrantor. To qualify for this warranty, alleged defective equipment **MUST** be returned to Warrantor at its above address, transportation charges prepaid, within a reasonable time after discovery of alleged defect, and in no event later than thirty days beyond the expiration of the warranty period. In no case will labor associated with removal and replacement/repair of defective components be reimbursed without prior written approval, from a Director or Officer level representative, of Elkhart Brass. If, as a result of Warrantor’s examination of the returned equipment, Warrantor concludes that a product defect attributable hereunder to Warrantor exists, Warrantor shall cure such defect within a reasonable time, not to exceed forty-five (45) days after such examination. Workmanship related to non-warranty repairs shall be warranted for a ninety-day period.

In the event that a defect in such equipment is found to be attributable hereunder to Warrantor and Warrantor is unable to provide replacement and repair is not commercially practicable or cannot be timely made, Warrantor may elect to refund to claimant the purchase price of such equipment actually received by warrantor, less reasonable depreciation, in complete discharge of its obligations hereunder. If Warrantor elects to comply with this warranty by means of such refund, as a condition precedent to such compliance, the claimant shall return such equipment to Warrantor free and clear of liens and other encumbrances.

**THE ORIGINAL PURCHASER OF SUCH EQUIPMENT, ANY PERSON TO WHOM SUCH EQUIPMENT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED BENEFICIARY OF SUCH EQUIPMENT, SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR INJURY TO PERSON AND/OR PROPERTY RESULTING FROM ANY DEFECTIVE EQUIPMENT MANUFACTURED BY WARRANTOR.**

Misuse or neglect (including failure to provide reasonable maintenance) of, or accident or unauthorized repairs or alterations to, such equipment, shall release and discharge Warrantor from any obligation under this warranty or otherwise.



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WARRANTOR EXPRESSLY LIMITS WITH RESPECT TO SUCH EQUIPMENT ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE TO THE WARRANTY PERIOD. AFTER EXPIRATION OF THE WARRANTY PERIOD, WARRANTOR EXPRESSLY DISCLAIMS WITH RESEPECT TO SUCH EQUIPMENT ALL IMPLIED WARRANTIES OF MERCHANGABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF ANY NATURE MADE BY WARRANTOR BEYOND THAT WHICH IS CONTAINED HEREIN.

Should warrantor fail to meet its obligation under this warranty, a claimant may sue Warrantor to secure its compliance with this warranty. No action to enforce this warranty or to otherwise secure recovery from Warrantor for any damages arising out of the equipment manufactured by Warrantor shall be commenced later than six (6) years from and after the date of the receipt of such equipment by the original purchaser thereof.

NO PERSON HAS AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY. Warrantor reserves the right to change the parts or design of its products from time to time without notice, and with no obligation to maintain spare parts or to make corresponding changes in the products previously manufactured.