10440 Corporate Dr.
Sugar Land, TX 77478, USA
Main: (281) 240-0955
Fax: (281) 240-5619
www.kacevalves.com

PRI/KACE WARRANTY:

As set forth herein, different warranties may apply to different categories of Equipment. As to all Equipment, except as expressly set forth in this section, PRI/KACE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE EQUIPMENT. The warranties made in this section are in lieu of any other warranty, express or implied. The following warranties are the only warranties made by PRI/KACE and can be amended only by a written instrument signed by an officer of PRI/KACE.

a) "PRI/KACE Products" shall mean any portion of the Equipment manufactured or fabricated by PRI/KACE. Subject to the terms of this Contract, PRI/KACE warrants that all PRI/KACE Products will be free from defects in materials or workmanship under normal use and service until the expiration of eighteen (18) months from the date of shipment or twelve (12) months from startup, whichever occurs first. PRI/KACE Products are prepared solely as a convenience to Customer according to instructions and specifications provided by Customer.

b) "Resale Products" shall mean any portion of the Equipment purchased by PRI/KACE from a third-party for resale. If the Resale Products are subject to the manufacturer's or other third-party warranties, PRI/KACE hereby assigns to Customer all of PRI/KACE's rights and remedies under such warranties to the extent that such rights and remedies are assignable.

c) Subject to the terms of this Contract, PRI/KACE guarantees the workmanship in all non-warranty service, including, without limitation, repair and maintenance service, performed by KACE for a period of twelve (12) months from the date of the service.

d) Customer must notify PRI/KACE in writing of any warranty defects within thirty (30) days after discovery thereof. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. If timely written notice of such defects is given to PRI/KACE and PRI/KACE concludes that such defects are covered by a warranty made by PRI/KACE in this Contract, PRI/KACE shall promptly repair or replace FCA point of manufacture, that portion of the Equipment found by PRI/KACE to be defective. Equipment repaired and parts replaced by PRI/KACE during the warranty period shall be subject to the warranties made by PRI/KACE in this Contract for the remainder of the original warranty period.

e) The warranties made by PRI/KACE in this Contract do not apply to replacements or repairs necessitated by inadequate preventative maintenance, or by normal wear or usage, or by fault of Customer, or by deterioration under unsuitable environmental conditions, or by natural disaster, sabotage, abuse, accident, alteration, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of PRI/KACE. The warranties made by PRI/KACE in this Contract do not apply to any Equipment, which has been modified or subjected to repair not approved in advance by PRI/KACE; or any item which is a component part of the Equipment where such item is furnished by Customer.

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f) PRI/KACE's obligation to repair or replace defective Equipment constitutes the sole remedy for any breach of warranty by PRI/KACE. PRI/KACE shall have the right to inspect any Equipment claimed to be defective and shall have the right to determine the cause of such claimed defect. All Equipment replaced or repaired by KACE under its warranty shall be replaced or repaired FCA point of manufacture or such other location as PRI/KACE may designate.

g) For Purposes of this Contract, "date of shipment by Seller" shall mean the earlier of the date that the Equipment is delivered for shipment or the date of delivery to Customer, if Customer (or Customer's agent) picks up or otherwise takes delivery of the Equipment without shipment by PRI/KACE.

h) PRI/KACE reserves the right to discontinue the manufacture of, change or modify, the design and construction of any PRI/KACE equipment during manufacturing without incurring any obligation to accept for credit, replace, furnish or install such changes or modifications on products previously or subsequently sold.

LIMITATION OF REMEDY AND LIABILITY:

CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND PRI/KACE'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT OF WHICH SUCH CAUSE ARISES OR AT PRI/KACE'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT, AND IN NO EVENT SHALL PRI/KACE BE LIABLE FOR INCIDENTAL, CONSEQUAENTIAL, OR PUNTIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. NOTWITHSTANDIDNG THE FOREGOING, PRI/KACE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE.

PRI/KACE warranty does not extend to claims for any, consequential damages, labor, downtime or any other loss, damage or expense of any kind arising out of any warranty defect. PRI/KACE does not allow claims for unauthorized repairs, labor, or material. The term "Consequential Damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital. PRI/KACE shall not be liable for, and Customer assumes liability for, all personal injury and property damage connected with the handling, transportation, possession, use, further manufacture, or resale of the Equipment. No costs or charges incurred by Customer will be paid by PRI/KACE unless authorized in writing in advance by PRI/KACE.

Customer indemnifies and holds PRI/KACE harmless from all claims of causes of action, even though groundless, arising from Customer's modifications, as well from any damage suffered by PRI/KACE arising in whole or in part from such modifications.