

## **CERTIFICATE OF WARRANTY**

## LIMITED WARRANTY FOR FARAMAG FLOW METER PRODUCTS

Seller warrants that the product hereby purchased is, upon delivery, free from defects in material and workmanship and that any such product which is found to be defective in such workmanship or material will be replaced by Seller (H2flow Controls, Inc., Sylvania, Ohio); provided, however, that this warranty applies only to components of the FaraMag flow meter product found to be so defective within a period of 24 months from the date of manufacture by the Seller.

Seller shall not be obligated under this warranty for alleged defects which examination discloses are due to tampering, misuse, neglect, improper storage, and in any case where the product has been disassembled by anyone other than authorized Seller's representatives. EXCEPT FOR THE LIMITED WARRANTY OF REPLACEMENT STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

## LIMITATION OF SELLER'S LIABILITY

SELLER'S LIABILITY TO BUYER FOR ANY LOSS OR CLAIM, INCLUDING LIABILITY INCURRED IN CONNECTION WITH (I) BREACH OF ANY WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, (II) A BREACH OF CONTRACT, (III) A NEGLIGENT ACT OR ACTS (OR NEGLIGENT FAILURE TO ACT) COMMITTED BY SELLER, OR (IV) AN ACT FOR WHICH STRICT LIABILITY WILL BE INPUTTED TO SELLER, IS LIMITED TO THE "LIMITED WARRANTY" OF REPLACEMENT AS SO STATED IN OUR WARRANTY OF PRODUCT. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF A LIKE GENERAL NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR PRODUCTION, OR LOSS OR EXPENSES OF ANY NATURE INCURRED BY THE BUYER OR ANY THIRD PARTY.

Tel: 888.635.0296

Gavin Hackett

President

H2flow Controls, Inc.