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## **WARRANTY**

**PER-FIL** warrants that the Items of Sale (hereinafter referred to as IOS) will be constructed in accordance with normal **PER-FIL** methods of manufacture and attached specifications. The IOS is warranted to be free from defects in material and workmanship for a period of six months from the date of shipment, and **PER-FIL** agrees to replace, free of charge, any part or parts which fail, through defect in material or workmanship, within such period. All equipment parts of the IOS but not manufactured by **PER-FIL** are limited in warranty and guarantee to the warranty and/or guarantee of the manufacturer and expire upon the expiration of such warranty. If the Purchaser within the warranty period gives **PER-FIL** written notice of alleged defect, **PER-FIL** will, at its option, repair or replace the same free of charge F.O.B. its manufacturing plant, installation extra. Equipment replaced under the warranty shall have the same warranty as new equipment, but does not extend the warranty of the original IOS. Purchaser shall hold **PER-FIL** harmless from any action arising by reason of the alleged design and construction of the products handled by the IOS or the method or process carried out thereon. No warranty is made with respect to: (A) Failures not reported to **PER-FIL** within the warranty period, (B) Failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt, or corrosive matter, etc., (C) Failures due to operation, either intentional or otherwise, above the rated capacities or in any otherwise improper manner, (D) Any IOS the Purchaser in an attempt to correct any allegedly defective IOS.

**PER-FIL** shall not be liable for any losses, costs, forfeitures and all other consequential damages (including loss of profits, liabilities of the Purchaser to its customers or third person) whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of **PER-FIL**, its agents, employees and subcontractors, which might be claimed as the result of the use or failure of the IOS. **THERE IS NO FURTHER WARRANTY EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE DESIGN, SALE, MERCHANTABILITY OR USE OF THE IOS AND/OR SERVICES EXCEPT AS TO TITLE: AND PER-FIL'S LIABILITY ON ITS WARRANTY SHALL IN NO EVENT EXCEEDS THE COST OF THE IOS.**

**It is understood that PER-FIL has no special knowledge of the Purchaser's operation or requirements and Purchaser agrees that the IOS is purchased because of the independent determination by the Purchaser of its suitability for intended use.**