

National Pump Company

Subject to the terms and conditions set forth below, National Pump Company ("National") warrants that its manufactured equipment is free from defects in workmanship and materials using its specifications as a standard. This warranty does not extend to anyone except the first purchaser to whom the goods are shipped from National.

National's obligation under this warranty is expressly limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part or parts of its manufactured equipment; however, National shall have no such liability except where it is shown to the satisfaction of National that the damage or claim resulted from breach of this warranty. All parts claimed defective must be delivered to National at its factory or any factory branch, freight or express thereon prepaid.

Every claim under this warranty shall be deemed waived unless made in writing and received by National within (30) days of the date the defect was discovered or shall have been discovered, and within one year of the date of installation. The installation date must be within six months of the date the pump was shipped from National.

This warranty does not cover those parts of the manufactured equipment which are not manufactured by National except to extend to the purchaser the same warranty, if any which is given to National by the manufacturers of said equipment.

National makes no other representation of warranty of any kind, expressed or implied, in fact or in law, including without limitation, the warranty of merchantability or the warranty of fitness for a particular purpose, other than the limited warranty set forth herein. In no event shall National be liable for any consequential or incidental damages resulting directly or indirectly from the use or loss of use of the manufactured equipment. National shall not be liable for any alleged negligence, breach of warranty, strict liability, or any other theory other than the limited liability set forth herein.

This warranty contains the entire warranty relating to the manufactured goods of National, and no conduct, oral statements or representations not contained in this warranty shall have any force or effect or be deemed a waiver thereof, this warranty shall not be modified in any way except if in writing and signed by an authorized representative of National.

This warranty, and any liability of National hereunder, shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.