



## MATERIAL WARRANTY

RubberSource Inc. warrants that all rubber lining as supplied to the customer is as specified within the limits of the standard manufacturing tolerances of the producer, and is free of defects in title, materials, and workmanship. This warranty is expressly in lieu of any other warranties either expressed or implied. RubberSource neither assumes (nor has authorized anyone to assume for it) any other warranty or liability in connection with its products. RubberSource will replace, without charge, any materials judged to be defective within the warranty period.

Product warranty shall commence from the date of shipment of the material from the RubberSource facility as reflected in RubberSource invoice and shall terminate twelve (12) months after such date. This warranty is subject to the further conditions that materials not intended for immediate application shall be stored in a humidity controlled storage area at temperature of 10 C (50 F.) and in no event shall the products be stored for any period of time at the specific temperatures exceeding 37.8 degrees C (100 F) or below 4C (40 F) where the material may be subject to partial aging / freezing. Storage of the rubber lining shall be in strict accordance with the recommendations of RubberSource. Any deviations to these recommendations could result in termination of the warranty.

This warranty is for material replacement only and RubberSource does not assume responsibility for incidental or consequential damages. RubberSource liability is restricted to the replacement of the defective product and in no event shall RubberSource liability exceed the original purchase price of the product determined to be defective. RubberSource does not accept any responsibility for material failure, which is the result of application or maintenance. RubberSource will, upon determination of defective material, replace this defective material at no charge to the customer.

## CLAIMS

Should the quality of the rubber lining be found not to conform to the stipulations of the order, the customer shall immediately notify RubberSource in writing, detailing all nonconformity. If RubberSource determines that the product supplied does not meet the warranty, RubberSource will replace each such product if the customer obtains written returned goods authorization (RGA) from RubberSource referencing the product covered by the warranty, and the customer returns such product to RubberSource, referencing customer RGA, freight collect. If RubberSource determines that the returned product is covered under the warranty, then RubberSource shall replace the same at no additional cost to the customer. Our liability will be limited to the replacement of the defective material, as well as the freight cost for returning the goods, and for sending the replacement product. RubberSource will not accept returned material if it is aged 30 days and greater.

## LIMITATIONS OF LIABILITY

The customer's sole remedies relating to the products are set forth herein. RubberSource will have no liability under any circumstances for the consequential, incidental, or special damages by reason of any act of omission arising out of or in connection with the products, or the sale, delivery, application, installation, maintenance, operation, performance, or use of the products, including ( by way of example and by no way of limitation) damages, expenses, or losses incurred by reason of loss of use, lost revenue, lost profits, damage to associated equipment, or to facilities, costs of capital, costs of substitute products or facilities, costs of replacement products, costs associated with down time, and any similar and dissimilar damages, expenses, or losses whether any such liability is based on contract, tort, or other legal or equitable principles, and in no event shall RubberSource liability exceed the purchase price of the products identified or involved in the dispute.

## Disclaimer

The procedures in this application manual is based as a guideline only, please refer to the NACE Standard Practice / Sheet Rubber Linings for Abrasion and Corrosion Services (SP0298-2007) for in-depth procedures and methods.