



RubberSource Inc. (RS) warrants that all manufactured and lined as supplied to the customer are as per specifications within the limits of the standard manufacturing tolerances of the producer, and are free of defects in title, materials, and workmanship. This warranty is expressly in lieu of any other warranties either expressed or implied. RS neither assumes (nor has authorized anyone to assume for it) any other warranty or liability in connection with its products. RS 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 RS facility as reflected in RS invoice and shall terminate eighteen (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°C (100° F) or below 4°C (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 RS. Any deviations to these recommendations, RS lining / storage procedures, and RMA / NACE standards will result in termination of the warranty.

This warranty is for material replacement and labor only and RS does not assume responsibility for incidental or consequential damages. RS liability is restricted to the replacement of the defective product and in no event shall RS liability exceed the original purchase price of the product determined to be defective. All lining practices will adhere to RMA / NACE specifications. RS will, upon determination of defective material, replace and install the 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, or stand up to the environment that it was intended to be used in (assuming the end-user has supplied operating conditions), the customer shall immediately notify RS in writing, detailing all nonconformity. If RS determines that the product supplied does not meet the warranty, RS will replace each product if the customer obtains written returned goods authorization (RGA) from RS referencing the product covered by the warranty, and the customer returns such product to RS if required, referencing customer RGA, freight collect. If RS determines that the returned product is covered under the warranty, then RS shall replace the same at no additional cost to the customer. Our liability will be limited to the replacement and installation of the defective material, as well as the freight cost for returning the goods if required.

LIMITATIONS OF LIABILITY

The customer's sole remedies relating to the products are set forth herein. RS 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, maintenance, operation, performance, or use of the products, including (by way of example and by no way of limitation) damages, expenses, or loses 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 RS's liability exceed the purchase price of the products identified or involved in the dispute.