

POWER FLAME INCORPORATED LIMITED WARRANTY

Power Flame Incorporated, hereinafter called the Seller, of 2001 South 21st Street, Parsons, Kansas, hereby warrants its equipment manufactured by it and bearing its nameplate (hereinafter called Warranted Equipment) in the respects and exclusively for the benefit of those users, described herein. THIS LIMITED WARRANTY SHALL EXTEND SOLELY TO THOSE PERSONS WHO ARE OWNERS OF THE WARRANTED EQUIPMENT DURING THE WARRANTY PERIOD HEREINAFTER DEFINED AND WHO USE SUCH WARRANTED EQUIPMENT IN THE PROJECT AND FOR THE PURPOSES FOR WHICH SUCH WARRANTED EQUIPMENT WAS ACQUIRED FROM THE SELLER. The Seller warrants its equipment to be free from defects in the material and workmanship under normal use and service for fifteen (15) months from date of shipment. EXCLUDED FROM ANY COVERAGE UNDER THIS WARRANTY ARE DEFECTS IN WARRANTED EQUIPMENT FROM DAMAGE IN SHIPMENT, FAULTY INSTALLATION, MISUSE OR NEGLIGENCE. If any person becomes entitled to a claim under this warranty, such person shall, as a condition precedent to securing warranty performance, return the Warranted Equipment to the Seller's plant, 2001 South 21st Street, Parsons, Kansas, transportation prepaid. If the Warranted Equipment thus returned is found by the Seller to be defective for a cause and within a time covered by this Warranty, such equipment shall be repaired or replaced without charge; and returned to its owner or job site at the Seller's cost for transportation and handling. If inspection of the Warranted Equipment discloses defects not covered by this Warranty, the Seller shall notify the owner. Said equipment, at the owner's option (to be determined thirty (30) days from the date of notification), may be repaired or replaced at the

expense of the owner and Seller's regular charges shall apply. Owner shall assume the cost for transportation and handling. Equipment, which is repaired or replaced, shall carry a warranty equal to the unexpired portion of the original warranty. The Seller will commence inspection of any Warranted Equipment returned to it for warranty claim within seven (7) working days after the arrival of such Warranty Equipment at Seller's plant, and shall complete any repairs required under this warranty within sixty (60) days after such arrival, unless Seller shall sooner notify said owner of reasonable cause for delay beyond control of Seller. Warranty obligations hereunder will be performed only between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday and excluding holidays. Any person believing himself entitled to warranty performance hereunder is required to notify the Quality Assurance or Service Department of Power Flame Incorporated, 2001 South 21st Street, Parsons, Kansas, prior to return of any Warranted Equipment for repair hereunder. IN ALL EVENTS, SELLER WILL NOT BE LIABLE FOR AND WILL NOT REIMBURSE ANY LABOR, MATERIAL, OR OTHER REPAIR CHARGES INCURRED BY ANYONE OTHER THAN SELLER ON ANY WARRANTY EQUIPMENT, UNLESS SUCH CHARGES HAVE BEEN SPECIFICALLY AUTHORIZED IN ADVANCE IN WRITING BY SELLER. ANY WARRANTY IMPLIED BY LAW WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THE WARRANTED EQUIPMENT IS HEREBY LIMITED TO THE DURATION OF THE WARRANTY PERIOD HEREUNDER. THE SELLER WILL NOT IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO THE WARRANTED EQUIPMENT.

Power Flame Incorporated

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Controlled energy for commerce and industry



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