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POWERTHON™ LIFETIME WARRANTY

“Power Team” is a registered trademark of the SPX FLOW Hydraulic Technologies division of SPX FLOW Inc. (“SPX FLOW”). All Power Team products and parts, with the exceptions noted below, are warranted against defects in materials and workmanship for the life of the product or part. (The life of the product or part is defined as that point in time when it no longer safely or properly functions due to normal wear). Inflatable jacks, chains, batteries, electric motors, gas engines, knives and cutter blades which are sold with Power Team products are not covered by this warranty and instead are warranted as follows:

Inflatable jacks and electronics are warranted against defects in materials and workmanship for a period of one year from date of purchase.

Consumable parts or accessories, including without limitation, chains, batteries, knives and cutter blades are warranted against defects in materials and workmanship for a period of one year from date of purchase.

All electric motors and gas engines are separately warranted by their respective manufacturer under the terms and conditions stated in their separate warranty.

The foregoing warranties do not cover ordinary wear and tear or any product or part that has been worn out, abused, heated, ground or otherwise altered, used for a purpose other than that for which it was intended or used in a manner inconsistent with any instructions regarding its use.

To qualify for warranty consideration, return the Power Team product, freight prepaid, to a Power Team authorized repair center or to the SPX FLOW factory. If any product or part manufactured by SPX FLOW found to be defective by SPX FLOW, in its sole judgment, SPX FLOW will, at its option, either repair or replace such defective product or part and return it via best ground transportation, freight prepaid. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCTS OR PARTS MANUFACTURED AND SOLD BY SPX FLOW OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, SPX FLOW’S NEGLIGENCE. SPX FLOW SHALL NOT, IN ANY EVENT, BE LIABLE TO ANY BUYER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NON-CONFORMING GOODS, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR FOR ANY OTHER REASON.

SPX FLOW’s PowerThon™ Warranty is expressly limited to persons who purchase Power Team products or parts for the resale or for use in the ordinary course of the buyer’s business.

THIS WARRANTY IS EXCLUSIVE, AND SPX FLOW MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY

OTHER MATTER. No agent, employee, or representative of SPX FLOW has any authority to bind SPX FLOW to any affirmation, representation, or warranty concerning Power Team products or parts, except as stated herein.

The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts manufactured by SPX FLOW found to be defective in materials or workmanship or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as SPX FLOW is willing and able to replace said defective products or parts in the prescribed manner.

Any inconsistent terms contained in SPX FLOW's Standard Terms and Conditions, or other SPX FLOW terms or warranty documents shall not be interpreted to modify or limit this PowerThon Warranty. For the avoidance of doubt, this PowerThon Warranty is applicable only to Power Team products and does not apply to any other SPX FLOW products.

Revision 15