

WARRANTY:

Purchase and use of HD OILTECH equipment acknowledges full and complete acceptance of the HD OILTECH warranty policy. Any warranty for HD OILTECH equipment is provided to original purchaser only, and HD OILTECH makes no warranty or representation concerning expected life cycle of equipment.

Customer, in accepting the delivery of equipment, acknowledges that it takes the equipment "as is" from the factory, and that no implied warranty of merchantability and fitness for a particular purpose shall exist. Under no circumstances will HD OILTECH be liable for any direct, indirect, or incidental or consequential damages, including but not limited to, loss of use.

HD OILTECH warrants that at its sole option, it will only repair or replace equipment found to be defective within a period of 12 months from date of installation or 18 months from ship date, whichever occurs first. HD OILTECH is not responsible for any damage, shortage, or stowage of material after shipment from HD OILTECH.

The following terms regarding claims are absolute:

1. Claims must be made within 3 days of discovery of any alleged defect. Notice is to be in writing.
2. Equipment in question shall be returned, FOB to sellers' plant.
3. Any claim must include inspection reports detailing the alleged defect, detailed field operations data, historical inspection and maintenance records.
4. Any claims from parties other than original purchasers will void any warranty.
5. Any claims made beyond the warranty time period will not be considered as valid.
6. Any claims that do not include the required documentation will void any warranty.
7. Any and all expenses incurred by seller, other than repair or replacement of the material, will be fully reimbursed to seller. This includes travel cost, if required, and any legal costs including any judgement awards and legal fees, and any other costs incurred by the seller.

Seller will make the sole decision as to coverage of any warranty claim or issue, and the decision will be final, and without any recourse by the original purchaser. User or parties other than the original purchaser shall have no claim whatsoever to any warranty coverage or remedy.

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