

## **WARRANTY FOR MAZZEI PRODUCTS**

### **1. PERIOD OF WARRANTY**

Subject to the limitations set forth below, Mazzei warrants that for a period of twelve (12) months after sale to Customer, as defined by the date of product shipment from Mazzei, Mazzei's Products (except for the specific warranties for PP (polypropylene plastic) and PVDF (polyvinylidene fluoride plastic) injectors, set forth immediately hereafter) shall be free from defects in material and workmanship. With respect to PP injectors and PVDF injectors, Mazzei warrants: (a) for a period of three (3) years after sale to Customer PP injectors shall be free from defects in material and workmanship; and (b) for a period of six (6) years after sale to Customer, PVDF injectors shall be free from defects in material and workmanship.

### **2. PROCEDURE FOR WARRANTY CLAIMS**

In the event any Products are found to be defective during the warranty period, Customer must contact an Authorized Mazzei Dealer no later than one (1) month after the expiration of the applicable warranty period to make a warranty claim which arose during the warranty period. Dealer will coordinate with Mazzei to process all warranty claims. In the event the Dealer cannot or will not respond to the Customer, Customer may contact the Mazzei Warranty Department directly. Mazzei will issue a return authorization number ("RMA") after validation of the nature of the claimed defect. No products shall be returned without prior issue by Mazzei of a RMA number. Dealer or Customer, as appropriate, shall return the Product(s) to Mazzei with the RMA clearly affixed to the product and postage prepaid at the following address: 500 Rooster Drive, Bakersfield, California, 93307 USA. Attn: Warranty Claims Division.

### **3. MAZZEI'S OPTIONS IN RESPONDING TO WARRANTY CLAIM**

Mazzei will, at its sole option, either repair or replace the defective Product(s). Any repair or replacement hereunder may contain newly manufactured or reconditioned used parts which are equivalent to new.

### **4. EXCLUSIONS FROM WARRANTY COVERAGE**

The foregoing warranty shall become void and will not apply if (a) the Product(s) has/have been tampered with in any way or attempts to repair it/them have been made by any person other than an Mazzei employee or authorized Dealer's technician; or (b) Non-Mazzei supplied parts/products used in conjunction with the Product have damaged the Product; or (c) damage which occurred in shipping is apparent or subsequently proved; or (d) the Product(s) is/are damaged by catastrophe, fault or negligence of any person or entity other than Mazzei; or (e) the Product(s) is/are damaged by use of the Product(s) for purposes other than that for which it has been specifically designed.

## **5. SUBJECT TO CHANGE**

This limited warranty is subject to change by Mazzei from time to time upon thirty (30) days' written notice.

## **6. TIME LIMITS**

Any action for breach of this warranty shall be brought within three (3) months of the expiration of the warranty period.

## **7. LIMITATIONS ON WARRANTY**

MAZZEI'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AT MAZZEI'S SOLE DISCRETION, AND SPECIFICALLY EXCLUDES ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY DEFECTIVE PRODUCT. ANY AND ALL COSTS OF REMOVAL, INSTALLATION AND/OR REINSTALLATION, AND FREIGHT CHARGES ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. THERE ARE NO OTHER EXPRESS PRODUCT WARRANTIES.

ANY IMPLIED WARRANTIES REQUIRED BY LAW SHALL LAST FOR A PERIOD OF TWELVE (12) MONTHS AFTER SHIPMENT TO CUSTOMER.

MAZZEI DOES NOT WARRANT THAT PRODUCTS WILL MEET OR CONTINUE TO MEET CUSTOMER SPECIFICATIONS OR THAT ANY OR ALL ERRORS, MALFUNCTIONS AND DEFECTS CAN OR WILL BE CORRECTED. MAZZEI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

## **8. DISCLAIMER**

Any recommendations for particular products and/or system design, whether contained in this document, within a drawing, communicated by electronic means, or given verbally, are intended solely as guides to actual system design. Said recommendations are based upon information and intended operating conditions supplied by others, the accuracy of which is beyond verification by Mazzei. Likewise, the actual operation of any system utilizing the products and/or recommendation of Mazzei is equally beyond the control of Mazzei. Therefore, Mazzei cannot, and does not, warrant the suitability of its products for a particular or specific intended purpose or service nor the performance of any system incorporating components made and/or sold by Mazzei. No representation nor warranty as to any product's specific in the field performance, if different than or broader than that as set forth and limited herein, shall be binding on Mazzei unless set forth in writing and signed by an authorized agent of Mazzei.

## **9. CHOICE OF LAW, VENUE AND ATTORNEY'S FEES**

The provisions of this Warranty shall be interpreted according to the laws of the State of California, United States of America, without regard to any conflict of laws provision. The proper forum for any dispute or controversy arising out of any sale shall be the Kern County

Superior Court, Bakersfield, California, USA. In the event of litigation, whether on contract or in tort, the prevailing party shall be awarded reasonable attorney's fees and costs of suit.

**10. NOTICE**

All notices to be given with respect to this sale agreement and applicable purchase orders hereunder shall be given to Mazzei at the following address:

Mazzei Injector Company, LLC  
500 Rooster Drive  
Bakersfield, CA 93307  
USA

Notices to Buyer will be directed to the addressee appearing on Buyer's Purchase Order or to Buyer at the address appearing on Mazzei's order confirmation.

