

## **MARCH MANUFACTURING, INC. WARRANTY**

### **(a) General Warranty**

This General Warranty applies to all products designed, produced, marketed and/or sold by March Manufacturing, Inc. ("March") and its Authorized Distributors and/or Original Equipment Manufacturers ("OEM").

Subject to the conditions and exclusions listed herein, March's Products are warranted to the original customers of the Authorized Distributors and OEMs to be free of defects in workmanship and materials under normal use for a period of thirteen (13) months from the date of sale of the Product.

The express warranties made hereunder are made in lieu of all other warranties or remedies.

March expressly disclaims all other warranties, either expressed or implied, regarding any Products or services provided hereunder, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or use, or non-infringement, any warranties as to description or quality and warranties arising by statute or otherwise in law or from a course of dealing, use or trade. The express warranties made hereunder are made in lieu of all other warranties or remedies.

Any representations and warranties made by any person, including authorized representatives of March, shall not be binding on March unless in writing and approved by an officer of March.

#### ***TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW:***

- **MARCH'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY UNDER THIS SALES AGREEMENT SHALL BE LIMITED TO THE BREACH OF WARRANTY(IES) AS SET FORTH HEREIN.**
- **THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES OF MARCH, WHETHER WRITTEN, ORAL OR IMPLIED, AND MARCH HEREBY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN OF THE PRODUCT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Unless the context otherwise requires, the term "Product" as used herein includes all equipment, parts, and accessories sold and the term "Services" as used herein shall mean labor, supervision and project engineering services provided under this order.

## **(b) General Limitations and Additional Disclaimers**

The limitations and disclaimers of this warranty are an essential part of the warranty.

### ***To the greatest extent permitted by applicable law:***

Except as expressly provided in this agreement March disclaims all warranties, either express or implied by law, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or use, or non-infringement, and warranties as to description or quality and warranties arising by statute or otherwise in law or from a course of dealing, use or trade.

This warranty is limited to Products purchased for normal and ordinary intended use, and properly installed and maintained in accordance with March's instructions.

This warranty does not cover Products damaged in transit. If the Product was damaged in transit, the purchaser should file a claim with the carrier.

This warranty does not cover Products that are lost or stolen.

This warranty does not apply to an entity that purchases a Product from the original purchaser unless expressly approved in writing by an officer of March.

The following acts or omissions will void the warranty:

- Any actions that constitute misuse, abuse, improper handling, or improper installation will void this warranty.
- Any use of a Product for an inappropriate application.
- Any improper or untimely maintenance will void this warranty.
- Any damage caused by an act of nature including but not limited to floods, earthquakes, mudslides, avalanches, volcano eruptions, tornados, hurricanes, lightening, high winds, rain, snow, hail, fires and other natural disasters, regardless of whether they are manmade or part of nature, voids this warranty.
- Any damage caused by acts of war, vandalism, sabotage, arson or civil unrest will void this warranty.
- Any repairs, alterations or modification to a Product, unless authorized in writing by an employee of March, will void this warranty.

### **(c) Chemical Reaction Disclaimer**

To the greatest extent permitted by law, and in addition to all other limitations and disclaimers, neither March nor its agents, shall be liable for Product damage or failure, personal or property injuries, or any other damage or loss arising out of a reaction, interaction or chemical effect that occurs between the materials of the Product's construction and fluids or gasses that come into contact with the March Product's components or the connections between March's Product and the systems to which it is affixed or incorporated *within*.

March expressly disclaims any reliance by the customer on any information provided by March or its agents related to the Product's compatibility with purchaser's intended use for the Product. The purchaser is responsible for the selection of the materials used in the Product's construction, so that they are compatible with the liquids that travel through the Product. The purchaser may consult March or a distributor to seek a recommendation for the materials used in the construction of the Product, so as to obtain the optimum available chemical compatibility; however, neither March nor the distributor shall be liable for Product damage or failure, personal injuries, property damage, or any other damages, whether special, incidental, punitive or consequential damages, arising out of a reaction, interaction or any chemical effect that occurs between the materials used in the Product's construction and the liquids that travel through the Product.

March Chemical Resistance Guides ("Chemical Resistance Guide") are found at the following page: <https://www.marchpump.com/resources/> The Chemical Resistance Guide is provided for informational purposes only. While this information contained in the Chemical Resistance Guide may be considered as a recommendation for use, it is not a guarantee for the Product's performance or appropriateness for a given application. It is not a government standard. All materials should be tested under actual service conditions to determine if it is suitable for a particular purpose.

March cannot guarantee any chemical application. There are a multitude of variables that may have an adverse effect on the chemical compatibility with the Product, including but not limited to, chemical composition range, concentration range, temperature range, suction side pressure range, duty point range, environmental conditions range, air temperature range, as well as its compatibility with the system for which it will be attached or incorporated within.

### **(d) Information Disclaimer**

March makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information provided regarding the function, capabilities or use of any Product.

March makes no representation or warranty of any kind, express or implied, regarding the appropriateness, compatibility or suitability of use with any solid, fluid or gas, including but not limited to concentrations, interaction, temperature, force, flow, reaction with component parts of the Products, or the systems to which it is affixed or incorporated within.

To the extent that a spec sheet requires such a warranty, or other representations regarding the appropriateness, compatibility or suitability of use with any solid, fluid or gas, including but not limited to concentrations, interactions, temperature, force, flow, reaction with component parts of the Products or the systems to which it is affixed or incorporated within, that portion of the spec sheet shall be null and void.

### **(e) Assumption of Risk**

To the greatest extent permitted under applicable laws, the purchaser assumes all risk and liability whatsoever in connection with such use and installation.

Before using the Product, the purchaser and installer should determine the suitability of the Product for its intended use, including the selection of the materials used in the Product's construction, so that it is compatible with the liquids that travel through the Product.

### **(f) Limitation of Liability**

To the fullest extent permitted by law, March will not be liable to the purchaser or any other person for any special, direct, indirect, consequential, punitive or other damages of any kind or nature whatsoever, including without limitation, any personal or property damages, lost profits or loss of revenue, whether arising out of any of the Products or parts purchased from March, whether such damages are based on tort, strict liability, warranty, contract, statutory or other legal theory.

### **(g) Exclusive Remedy - Repair/Replacement/Return**

Any March Product that the purchaser considers to be defective must be returned to the source where it was purchased. If the Product is found by March to be defective in workmanship or materials under normal use within the warranty period, March, at its sole option, will replace (with same or similar Product), refund the purchase price to the Authorized March Distributor or OEM, issue credit to an authorized March Manufacturer distributor or OEM, or repair the Product. March will not refund the purchase price or issue credit to the customer, end user or a third-party reseller.

This warranty does not cover any costs associated with the installation, removal, or transportation cost of the Product, or claims related to the interruption of business.

This paragraph does not extend the date of the warranty for repair or replacement. March's Products are warranted to the original customers of the Authorized Distributors and OEMs to be free of defects in workmanship and materials under normal use for a period of thirteen (13) months from the original date of sale of the Product and not the date of repair or replacement.

#### **(h) Damage in Transit (Distributors Only)**

In the event that a shipment of March Products has sustained damage or loss due to a transportation failure, act of nature including but not limited to floods, earthquakes, mudslides, avalanches, volcano eruptions, tornados, hurricanes, lightening, high winds, rain, snow, hail, and other natural disasters, fire regardless of whether it is manmade or part of nature, catastrophic event or war, the distributor should immediately notify March Manufacturing, and in no event, more than 72 hours after the catastrophic event. The notice should provide the date of event, nature of event, the amount of the shipment that has sustained damage, the nature of the damage sustained and the contact information for the person with the most knowledge regarding the event.

In the event that a March Product has sustained damage or loss due to any other type of occurrence or arrives damaged in any manner, the distributor shall notify March Manufacturing within 10 business days of the date of receipt of the March Product.