



A DIVISION OF
WESTERN OILFIELDS SUPPLY COMPANY
BOX 2248, 3404 STATE ROAD
BAKERSFIELD, CA 93303
Phone: (661) 399-9058
Fax: (661) 399-3374

Power Prime Pump Warranty

1) LIMITED WARRANTY: Power Prime Pump ("Seller") warrants to its original Buyer for 24 months or 2000 hours, whichever comes first, from date of shipment (the "Warranty Period") that the Power Prime Pump will be free from any defect in workmanship and materials under conditions of normal use, with normal service. If there is such a defect in workmanship or materials under conditions of normal use, with normal service, and it is discovered within the Warranty Period, Buyer must promptly notify Seller in writing within ten (10) days after discovery of the defect. Seller's obligation under this warranty is limited to replacing or repairing, at the designated distributor or the Seller's facility, any defective part or parts returned to it, with transportation charges PREPAID by the original Buyer. Seller will correct any failure to conform to specifications or any defect in materials or workmanship, or in lieu of such repair, and at its sole option, replace the equipment or refund the purchase price therefore paid by Buyer. THE ABOVE ARE THE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

2) Seller does not warrant: a) any part that has been subject to misuse, negligence, accidental damage, improper or inadequate maintenance, installation or improper application, b) deterioration of any item due to normal use, normal wear and exposure, c) damage caused by corrosion, d) damage caused by disasters such as fire, flood, wind, and acts of God, e) damage caused by operation outside the recommended operating range of the product, f) damage caused by unauthorized attachments or modifications, g) damage caused by other than genuine Power Prime Pump parts, h) any work performed by persons other than Power Prime Pump personnel or authorized dealers.

3) If Buyer is in default (including, but not limited to, the failure by Buyer to pay all amounts due and payable to Seller) under the work or purchase order or any other agreement between Buyer and Seller, Buyer's rights under the warranty shall be suspended during any period of such default and the original warranty period will not be extended beyond its original expiration date despite such suspension of warranty rights.

4) Equipment performance is not warranted or guaranteed unless separately agreed to by Seller in writing. No warranty or guarantee arises as a result of the submittal of performance curves and other information to Buyer. Such information is an approximate estimate. Any testing will be done in accordance with Seller's standard policy.

5) SELLER IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF BUYER'S USE OF THE EQUIPMENT. Buyer must decide the level of backup and redundancy acceptable to Buyer to mitigate any losses due to a mechanical failure.

6) ALL EQUIPMENT IS SOLD "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (i) THAT IT IS FIT FOR ANY PARTICULAR PURPOSE OR IS MERCHANTABLE; (ii) OF THE ABSENCE OF ANY BASIS FOR CLAIMS OF PATENT OR COPYRIGHT INFRINGEMENT; (iii) TO ITS QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, PERFORMANCE, ITS MATERIAL OR WORKMANSHIP OR AGAINST HIDDEN OR LATENT DEFECTS, AND ALL SUCH RISKS ARE TO BE BORNE BY BUYER AT ITS SOLE COST AND EXPENSE, AND BUYER

WAIVES ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE DEEMED APPLICABLE TO THE AGREEMENT.

7) This warranty is given to the Buyer of the equipment on behalf of the Seller and is not assignable. It may, however, be transferred on resale if the Seller consents in writing.

8) The Seller makes no warranty in respect of engines, components, accessories or equipment not manufactured by it even though they may have been supplied with the pump or as equipment of which the pump forms a part. Such components, accessories and equipment may be warranted by their respective manufacturer. In this case, Buyer is entitled only to such benefits as the respective manufacturers may give under their warranty.

9) Equipment may be returned to Seller only with the prior written authorization of the Seller. Returned equipment must be shipped PREPAID and must be tagged with a RGA Number provided by Seller. Equipment manufactured to the Buyer's specification will be credited only to the extent of the reuse value. Only current equipment purchased within ninety (90) days of return request will be considered for return. All equipment returns are subject to a minimum 15% restocking charge and may be subject to a refurbishing cost.