

Belanger Incorporated Limited Warranty

LIMITED WARRANTY: Seller warrants to the original purchaser that the goods sold hereunder, which are fabricated exclusively by Seller, shall be free from defects in workmanship and material under normal use and service for a period of one year from the date of shipment. This warranty is subject to the following limitations: (1) Labor to repair or replace parts is warranted to Purchaser during normal business hours through an authorized distributor or value added reseller (VAR) of Seller, or direct with Seller, for 90 calendar days from date of invoice. Labor warranty excludes all claims for warranty on labor that are determined to be nuisance service calls, misuse, lack of operational training, neglect, improper installation, repair, alteration, act of God, or accident from third party damage. Seller reserves the sole right to make determinations on the above stated limitation. All labor and service provided beyond the expiration of the labor warranty period shall be charged to the Purchaser at the rates established by the local authorized distributor or value added reseller (VAR) or direct with Seller; (2) Defective parts will be repaired or replaced through an authorized distributor or value added reseller (VAR) of Seller, or direct with Seller. This warranty does not apply to damage resulting from accident, misuse, abuse, negligence or normal wear and tear to the depreciable parts. Purchaser agrees to submit to and assist Seller or its authorized distributor or value added reseller (VAR) in conducting in-warranty inspections of the machinery and equipment including inspection of any part claimed to be defective by the Purchaser; (3) This warranty shall be void if the factory specifications for operation and maintenance are not followed, or if other than factory authorized erection, alterations or modifications are made to any parts or equipment; (4) This warranty shall be void for all equipment failures and premature component wear caused by the use of corrosive chemicals in the wash process. The following list includes some, but not all, of the particularly corrosive chemicals that if used in conjunction with Belanger equipment will void the warranty: Hydrofluoric Acid, Ammonium Bi-flouride, Bromic Acid, Muriatic Acid, Sulfonic Acid, Phosphoric Acid, Hydrogen Cyanide, Hydrochloric Acid, Sodium Hydroxide and Chlorinated Solvents. The Purchaser also agrees to accept the responsibility and liability for the selection and use of any chemicals listed above; (5) This warranty shall be void for all equipment failures and premature component wear caused by the use of reclaim water in the wash process; specifically, failure of high pressure valves, high pressure pumps, nozzles and un-loader valves, (6) Seller makes no warranty, express or implied, with respect to the design or operation of any entire system, in which Seller's goods sold hereunder are mere components. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (7) In no event shall Seller be liable for any incidental, special, consequential or exemplary damages resulting from the furnishing, performance or use of any goods or services sold pursuant hereto, whether due to a breach of contract, breach of warranty, the negligence of Seller or to otherwise; not for loss of business; inconvenience, or property damage of any kind; or for any service not expressly provided herein related to or arising from the equipment or goods sold. This limitation of liability extends to any damages resulting in any way from purchaser's use of any engineering recommendations, sales representations, technical assistance, advice or data supplied by seller to purchaser in connection with the goods or services supplied, other than that information contained in Belanger manuals, pursuant to this acknowledgment. This limitation of liability additionally extends to any damages of whatever nature resulting in any way from the purchaser's selection and use of any chemicals not manufactured exclusively by seller but used with the purchased goods. All warranties either express, implied, or statutory, pertaining to Seller's machinery, parts, and equipment are fully set forth herein. This limited warranty applies to the original purchaser only and is not transferable. No addition to or modification of any of the provisions of the above stated Limited Warranty shall be binding upon the Seller, unless made in writing and signed by a duly authorized employee of Seller.

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