

SPX Process Equipment Limited Product Warranty

1. Limited Warranty. SPX Corporation ("SPX") warrants equipment and parts manufactured by it and supplied hereunder to be free from defects in materials and workmanship for a period of twelve (12) months after shipment (or installation, if by SPX). SPX warrants any service performed for the Buyer hereunder to be free from defects in workmanship for a period of twelve (12) months from the date of service. THIS IS SPX'S ONLY WARRANTY. SPX MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No employee or agent of SPX is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure or chart issued by SPX are descriptive only and are not warranties. In no event shall SPX be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any equipment, parts, software or services which, following delivery or performance by SPX, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of its contractors or subcontractors other than SPX; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's own products. Buyer waives this limited warranty if Buyer fails to install and operate the equipment or part according to SPX instructions, or if someone not authorized by SPX attempts to repair or modify the equipment or part, including the attachment of any actuator.

2. Exclusive Remedy for Breach of Warranty. If within such period any such equipment, parts or services shall be proved to SPX's satisfaction to be defective, such equipment or parts shall be repaired or replaced at SPX's option, and defective services shall be corrected. This is Buyer's sole remedy. All removal and installation of equipment or parts shall be at Buyer's expense. SPX's obligation: (i) shall be limited to such repair or replacement, F.O.B. its factory, (ii) shall be conditioned upon SPX receiving written notice of any alleged defect within ten (10) days after its discovery and, at SPX's option, return of such equipment or parts prepaid to its factory, and (iii) shall not be enforceable until Buyer has paid SPX in full for all goods and services. SPX may in its sole discretion elect to perform warranty work at the site of the equipment or parts, and if so elected, Buyer shall provide reasonable access and facilities for SPX to perform such warranty work.

3. Software Warranty. SPX warrants that any software sold or provided by SPX will, when properly installed, execute its programmed instructions. SPX does not warrant that software will operate uninterrupted or error free.

4. Warranty for Third Party Products. With respect to equipment and parts not manufactured by SPX, the warranty obligations of SPX shall in all respects conform and be limited to the warranty extended to SPX by the supplier. SPX's obligation and liability with respect to such warranty shall be limited to the amount received by SPX from the Buyer on account of such specific equipment or parts. Buyer agrees that if equipment and parts sold hereunder are resold by Buyer, Buyer will include in the contract for resale provisions which limit recoveries against SPX in accordance with this contract. In case of Buyer's failure to include in any such contract for resale the terms providing for such limitations, Buyer shall indemnify and hold SPX harmless against any liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

5. Limitation of Liability. In no event will SPX be liable for any indirect, incidental, special, consequential, punitive or similar damages including, but not limited to, lost profits, loss of data or business interruption losses. In no event will the total, aggregate liability of SPX under this agreement exceed the contract price for the equipment, parts, software and/or services for which liability is claimed. The liability limitations shall apply even if SPX has been notified of the possibility or likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise. The parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of the contract between SPX and buyer. Any action by buyer against SPX must be commenced within one year after the cause of action has accrued. (3268995v2 — 19915/093237Revision Date: 12/1/2003)

How to Order Repair Parts

- 1) Locate item number and kit number in this maintenance manual.
- 2) Verify the size of the valve the parts are to be used on.
- 3) Provide full model number. On large assemblies (2^{1/2}–10"), the model number is located on the name plate. On small assemblies (3/4–2"), the model number is cast on the body.
- 4) Identify the "type" code on 2^{1/2}–10" size valves (Ductile Iron bodies use Type D or YD code on name plate).
- 5) Give part number. Provide new part number if appropriate.
- 6) A serial number (located on the I.D. plate) will assist in ordering the proper kits.
- 7) Some parts are sold only in kit form.