



Appendix A

Limited Warranty

Seller warrants that Smartflow® products supplied will conform to the description stated in published literature, and that the product will be of standard quality. The seller warrants manufactured components for 90 days and electronic components within the Tracer® line for one year. This is the sole warranty made by Seller with respect to this product. Seller expressly disclaims any other express or implied warranties, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

Seller shall not be liable for any cost or damages, whether direct, incidental or consequential, including, but not limited to, any injury, loss or damage resulting from the use of this product, regardless of whether any claim for such cost or damages is based on warranty, contract, negligence, tort or strict liability. The sole liability of Seller is limited to repairing or replacing this product.

This warranty shall not apply to any products that have been repaired or altered by anyone other than Seller. The warranty shall not apply to any products subject to misuse due to common negligence or accident, nor to any products manufactured by Seller which are not installed or operated in accordance with the printed instructions of Seller or which have been operated beyond the rated capacity of the goods. Seller states that the product's useful safe life is 5 years. Actual life may vary widely depending on operating environment such as temperature, pressure, and chemical exposure.



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