

EMERSON PROCESS MANAGEMENT VALVE AUTOMATION, INC.

10 YEAR LIMITED WARRANTY

SHAFER™

RV-SERIES ROTARY VANE ACTUATORS

Emerson Process Management Valve Automation, Inc. warrants only that all RV-Series Rotary Vane Actuators (the "Products") manufactured specifically and exclusively by Emerson Process Management Valve Automation, Inc. and sold thereafter, will be free of defects in material or workmanship, provided that the Products are used under normal use, service and conditions and used for the purposes and services and within the specifications for which the Products were sold.

This limited warranty shall be effective for a period of ten (10) years from the date of final delivery of the Product by either Emerson Process Management Valve Automation, Inc. or an authorized distributor, to the purchaser.

Upon receipt of a Product from a purchaser, transportation prepaid, within the said ten (10) year warranty period, and provided that such Product is determined and demonstrated to the satisfaction of Emerson Process Management Valve Automation, Inc. to be defective, Emerson Process Management Valve Automation, Inc. shall promptly repair or replace the defective Product without charge, except as hereinafter mentioned, to the purchaser, or at the sole discretion of Emerson Process Management Valve Automation, Inc., may refund the price paid by the purchaser for such defective Product. Transportation costs to ship a Product repaired or replaced by Emerson Process Management Valve Automation, Inc. are not covered under this limited warranty and purchaser is responsible for all such costs.

Validity of this warranty is conditioned upon the purchaser providing normal and continued recommended preventive maintenance to the Product.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IF THESE PRODUCTS ARE NOT FREE OF DEFECTS AS WARRANTED ABOVE, THE SOLE REMEDY OF THE PURCHASER SHALL BE REPAIR, REPLACEMENT OR REFUND AS MENTIONED ABOVE. IN NO EVENT SHALL EMERSON PROCESS MANAGEMENT VALVE AUTOMATION, INC. BE LIABLE TO ANY PURCHASER FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT DAMAGES, LOSS PROFITS, LOST SAVINGS OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER FOR BREACH OF CONTRACT, OR TORT, OR OTHERWISE ARISING OUT OF THE USE OF OR INABILITY TO USE SAID PRODUCT.

Non-defective components of Products which require repair or replacement due to normal wear and tear are specifically excluded from this limited warranty.

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