

CATLOW PRODUCTS WARRANTY POLICY STATEMENT - WARRANTY FOR USA AND CANADA

THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

CATLOW GUARANTEES PRODUCT MANUFACTURED BY CATLOW IN ACCORDANCE WITH THE PROVISIONS STATED BELOW.

- For all warranty issues, contact Catlow Customer Service at 1(800) 222-8569 or catlowcustomerservice@gilbarco.com during business hours, 8 a.m. to 5 p.m., Monday Friday, excluding national holidays.
- Products manufactured by Catlow are warranted against defects in material and workmanship for the period of time applicable to the specific
 product line, which begins on the date of manufacture coded on the product.
- Unless otherwise agreed in writing, this warranty does not include and does not cover labor expenses, costs, travel charges, service fees and
 other contingent expenses for the diagnosis of defects or for removal and/or installation of the repaired or replaced product. Such repair or
 replacement shall be Buyer's sole and exclusive remedy for Catlow's breach of this warranty.
- Catlow will supply new or refurbished products to replace parts and/or products that are found to be defective within the warranty period.
- RGA (Return Goods Authorization) Requirements:

- If defective products for which a warranty claim is made, are required to be returned to Catlow, and such products are not received within the timeline requirements provided in the RGA, Buyer will be responsible for cost of the replacement parts.
- o Parts returned to Catlow must be shipped with transportation charges prepaid by the Buyer.
- If a warranty claim is made for products, but after testing, Catlow has determined that the product is not defective or the issue is not covered
 by warranty, Buyer will be responsible for the costs of the new parts, and the returned part will be sent back to Buyer at Buyer's expense.
- The core for all products subject to replacement under the warranty must be returned within thirty (30) days of RGA issuance or a fee for the core will be charged.
- The remittance address for all warranty claims/issues is: Gilbarco Catlow LLC, 2750 US-40, Tipp City, OH 45371.
- Buyer must give written notice to Catlow Customer Service at <u>catlowcustomerservice@gilbarco.com</u> for any defect covered by this warranty within the warranty period or thirty (30) days after the Buyer discovered or should have discovered the facts upon which the warranty claim is based, whichever occurs first. Failure to provide written notice of any warranty claim within this time period will be deemed a waiver of such claim.

PRODUCT WARRANTY PERIOD

The following product lines are warranted against defects in material and workmanship beginning on the date coded on the product through the period of time listed below for the particular product line:

- o ELITE NOZZLE: 18 months for new products, 12 months for covered replaced or refurbished products.
- o **OTHER NOZZLE**: 12 months for new and refurbished products.
- BREAKAWAY PRODUCT: 12 months for new and refurbished products.
- SWIVEL PRODUCT: 12 months for new and refurbished products.
- PREASSEMBLED HOSE ASSEMBLIES: Parts are individually warranted to corresponding part warranty length from the manufacturing date coded on the individual product.

GENERAL EXCLUSIONS

- 1. This warranty applies only if the product has been installed and used in accordance with Catlow installation, operating and service instructions. This warranty does not cover any problems caused by faulty installation, improper maintenance, or service performed by anyone other than trained, certified and qualified Catlow service providers.
- 2. This warranty does not cover: any damage resulting from shipping, accident, power surges, neglect, misuse, act of nature, misapplication, modification, or abuse.
- 3. This warranty does not cover any special products that were designed and developed to meet Buyer's specifications, including but not limited to claims that the product is not suitable for Buyer's intended application and/or claims that product infringed upon the rights of any third party
- 4. Use of service personnel other than qualified Catlow service providers without prior approval by Catlow will void payment of the warranty claim in question.
- 5. Use of non-Catlow replacement parts, defects caused by the unauthorized addition of non-Catlow items to Catlow products, or by the unauthorized alteration of Catlow products voids this warranty.

THIS WARRANTY DOES NOT COVER ANY INDIRECT DAMAGES OR LOSS OF PRODUCT OR REVENUE. REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR COMPONENT UNDER THE TERMS OF THIS WARRANTY IS THE EXCLUSIVE REMEDY. CATLOW IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION; PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, PRODUCT DAMAGES, LOSS OF PRODUCT, THEFT OF PRODUCT, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER BUSINESS OR COMMERCIAL LOSS. CATLOW IS NOT LIABLE FOR ANY CLAIMS OR LAWSUITS ASSERTED AGAINST OUR CUSTOMERS OR ANY CLAIMS OR LAWSUITS RELATED TO THE UNLAWFUL OR FRAUDULENT USE OF OUR PRODUCTS.