

ELLIS MANUFACTURING COMPANY

LIMITED WARRANTIES AND LIMITATIONS

1. Ellis Manufacturing Company warrants that the products manufactured by it are new and unused. Ellis Manufacturing further warrants that all products shall have no defects in material or workmanship.
2. Ellis Manufacturing Company makes no representation or warranties other than those contained herein. No employee of Ellis Manufacturing Company or any other party is authorized to make any warranty in addition to, or contrary to, those made in this limited warranty. Any representation made by Ellis Manufacturing Company or any of its agents or other personnel, other than those specifically set forth in this limited warranty, is void.
3. Upon request, Ellis Manufacturing Company will provide the customer with its best judgment as to the application of its products. However, all recommendations by Ellis Manufacturing Company, or any of its agents, employees or other personnel are options only and not representations, warranties or guarantees of the effectiveness of the application of Ellis Manufacturing Company's products. The customer acknowledges and understands that well and field conditions are unknown to Ellis Manufacturing Company and Ellis Manufacturing Company makes no representations that any product will be appropriate for use by customer for any specific condition.
4. In the event there is a loss, claim or damage related to or arising out of the use of Ellis Manufacturing Company's product, then Ellis Manufacturing Company shall be liable for repair or replacement cost of the product only. Ellis Manufacturing Company shall not be responsible for any special, direct, consequential or incidental damages of any kind or character, including, but not limited to, loss of use of productive facilities or equipment, lost profits, property damage, or cost incurred in replacing the product.
5. Ellis Manufacturing Company is not responsible for claims either directly or indirectly resulting from misuse, accidents, assembly damages or natural wear.
6. The extent of any claim for loss or damage shall not exceed the purchase price of the material involved. This warranty shall be effective for a period of one year after the date of manufacturing. Also, any claims must be presented in writing within thirty days of discovery of defect. Failure to make timely notification may void warranty described herein.

