



LIMITED WARRANTY

This **Limited Warranty** gives the Buyer specific legal rights that vary from state to state.

For a period of three hundred sixty-five (365) days from the date of shipment, **Welker, Inc.** (hereinafter Seller) warrants the goods manufactured by Seller to be free from defect in material and workmanship to the original purchaser. For a period of ninety (90) days from the date of shipment, Seller warrants the soft goods (includes but is not limited to seals, inner valves & bellows, etc.) installed in Seller's manufactured equipment to be free from defect in material and workmanship to the original purchaser. During the warranty period, Seller agrees to repair or replace defective goods or parts without charge for material; repairs requiring travel and on-site labor will be billed at Welker's published rate. Buyer's exclusive remedy is repair or replacement of defective goods or, at Seller's option, return of the goods and credit toward next purchase of the original purchase price.

SELLER EXCLUDES AND DISCLAIMS ANY LIABILITY FOR LOST PROFITS, PERSONAL INJURY, INTERRUPTION OF SERVICE, OR FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY MANNER TO THESE GOODS.

This **Limited Warranty** does not cover defects, damage or nonconformity resulting from abuse, misuse (operating conditions beyond design scope), neglect, misapplication (failure of Buyer to disclose all service specifications relevant to application), lack of reasonable care, modification or the attachment of improper devices to the goods. This **Limited Warranty** does not cover goods manufactured by others and incorporated in goods manufactured by Seller. This **Limited Warranty** does not cover incorporation of future product developments. This warranty is **VOID** when repairs are performed by a non-authorized service center or representative. If you have any problems locating an authorized service center or representative, please call or write Customer Service, (281) 491-2331 or (800) 776-7267, **Welker, Inc.**, 13839 West Bellfort, Sugar Land, Texas 77498-1671. At Seller's option, repairs or replacements will be made on site or at the factory. If repairs or replacements are to be made at the factory, Buyer shall return the goods prepaid and bear all risks of loss until delivered to the factory. If Seller returns the goods, they will be delivered prepaid and Seller will bear all risk of loss until delivered to Buyer. This **Limited Warranty** shall be governed by and construed in accordance with the laws of the State of Texas.

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

This **Limited Warranty** supersedes all prior proposals, representations or agreements, oral or written, regarding warranties, and constitutes the entire understanding regarding the warranties made by Seller to Buyer. This **Limited Warranty** may not be expanded or modified except by a written agreement signed by the Seller.

ACTION POLICY

as related to the WELKER LIMITED WARRANTY

1. Prior to any work or action on **Welker** manufactured equipment, the warranty claim must be reported to **Welker, Inc.**, Sugar Land, Texas, USA.
2. The **Welker** warranty is the responsibility of **Welker**, and **Welker** will not be responsible for action taken by any party without **Welker's** advice and/or confirmation. Any action taken without advice and/or confirmation will **VOID** the warranty.
3. Any warranty action taken without **Welker's** direction shall be the sole responsibility and risk of the party taking the action.
4. All expedited shipping costs are the customer's responsibility unless agreed to in writing by **Welker**.
5. **Welker** may, at its discretion, direct warranty work for **Welker** manufactured equipment to a facility other than its factory. This action can be authorized and directed only by **Welker**.
6. **Welker** reserves the right to replace a defective item or part, rather than repairing the original item or part.
7. **Welker** does not warrant goods manufactured by other companies. Those items carry warranty coverage from the manufacturer, and claims must be made to those companies directly by the purchaser.

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