

Limited 10 Year Warranty and Limitation Of Liability

LIMITED 10 YEAR WARRANTY

REGO® warrants to the original purchasers the products and repair kits manufactured by it to be free from defects in materials and workmanship under normal use and service for a period of 10 years from the date of manufacture. If within thirty days after buyer's discovery of what buyer believes is a defect, buyer notifies in writing and ships the product to REGO® at 100 Rego Drive, Elon, NC 27244, REGO®, at its option, and within forty-five days of receipt, will repair, replace F.O.B. point of manufacture, or refund the purchase price of that part or product found by REGO® to be defective. Failure of buyer to give such written notice and ship the product within thirty days shall be deemed an absolute and unconditional waiver of any and all claims of buyer arising out of such defect.

This warranty does not extend to any product or part that is not installed and used after installation in accordance with REGO®'s printed instructions, all applicable state and local regulations, and all applicable national standards, such as those promulgated by NFPA, DOT and ANSI. This warranty does not extend to any product or part that has been damaged by accident, misuse, abuse, failure to maintain, or neglect, nor does it extend to any product or part which has been modified, altered, disassembled, or repaired in the field. This warranty does not cover any cosmetic issues, such as scratches, dents, marring, fading of colors or discoloration.

Except as expressly set forth above, and subject to the limitation of liability below, REGO® MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, with respect to its products and parts, whether used alone or in combination with others. REGO® disclaims all warranties not stated herein.

LIMITATION OF LIABILITY

REGO®'s total liability for any and all losses and damages arising out of any cause whatsoever shall in no event exceed the purchase price of the products or parts in respect of which such cause arises, whether such cause be based on theories of contract, negligence, strict liability, tort or otherwise.

REGO® shall not be liable for incidental, consequential or punitive damages or other losses. REGO® shall not be liable for, and buyer assumes any liability for, all personal injury and property damage connected with the handling, transportation, possession, further manufacture, other use or resale of products, whether used alone or in combination with any other products or materials.

From time to time buyers might call to ask REGO® for technical advice based upon limited facts disclosed to REGO®. If REGO® furnishes technical advice to buyer, whether or not at buyer's request, with respect to application, further manufacture or other use of the products and parts, REGO® shall not be liable for such technical advice or any such advice provided to buyer by any third party and buyer assumes all risks of such advice and the results thereof.

NOTE: Some states do not allow the exclusion or limitation of incidental, consequential or punitive damages, so the above limitation or exclusion may not apply to you. The warranty gives you specific legal rights, and you may have other rights that vary from State to State. The portions of this limited warranty and limitation of liability shall be considered severable and all portions which are not disallowed by applicable law shall remain in full force and effect.

WARNING

All REGO® products are mechanical devices that will eventually become inoperative due to wear, corrosion and aging of components made of material such as rubber, etc. The environment and conditions of use will determine the safe service life of these products. Periodic inspection and maintenance are essential to avoid serious injury and property damage.

Many REGO® products are manufactured components which are incorporated by others on or in other products or systems used for storage, transport, transfer and otherwise for use of toxic, flammable and dangerous liquids and gases. Such substances must be handled by experienced and trained personnel only, using accepted governmental and industrial safety procedures.

NOTICE TO USERS OF PRODUCTS

The Limited Warranty stated above is a factory warranty to the first purchasers of REGO® products. Since most users have purchased these products from REGO® distributors, the user must within thirty (30) days after the user's discovery of what user believes is a defect, notify in writing and return the product to the distributor from whom he purchased the product/part. The distributor may or may not at the distributor's option choose to submit the product/parts to REGO®, pursuant to this Limited Warranty. Failure by buyer to give such written notice within thirty (30) days shall be deemed an absolute and unconditional waiver of buyer's claim for such defects. Acceptance of any alleged defective product/parts by REGO®'s distributor for replacement or repairs under the terms of REGO®'s Limited Warranty in no way determines REGO®'s obligations under this Limited Warranty.

Because of a policy of continuous product improvement, REGO® reserves the right to change designs, materials or specifications without notice.

For additional warranty information please go to www.regoproducts.com