

The Ultra Industries Warranty and Commitment

WARRANTY:

It is the goal of Ultra Industries, Inc. to provide the best industrial air filtration equipment in the industry and to back it with the most comprehensive warranty available. Ultra Industries, Inc. hereby offers to the original purchaser, starting from date of shipment, and provided that said air filtration equipment is properly installed, operated as originally specified and maintained according to guidelines established by Ultra and found in its Installation, Operation and Maintenance Manual, the following warranty coverage. This warranty coverage applies to all equipment installed in the United States and Canada.

> Parts & Labor Parts

One Year Two Years

In the event defects develop within said period under normal and proper use, Ultra will furnish without charge (FOB Factory), parts required to replace components found to be defective. Should a defect develop within the first year, Ultra Industries will cover the labor to correct the defect, based on a preestablished flat rate schedule. Ultra will not warrant for damage or component failure due to extreme environmental conditions, normal wear and tear, unauthorized modifications or equipment used outside of its intended application or design parameters. Filters are considered to be a wear item and are not covered under this warranty. Filters are guaranteed to be free of material or workmanship defects at time of delivery.

Any warranty terms beyond those stated above must be approved at the time of quotation, in writing, by the Engineering Manager or Operations Manager of Ultra Industries.

Ultra Industries, Inc. reserved the right to amend this warranty without notice.

INDEMNITY:

The sole and exclusive remedy for breach of warranty shall be limited to repair or replacement under the standard warranty clause. In no case shall Companies liability exceed the price to Purchaser of the specific good manufactured by Company giving rise to the cause of action. Purchaser agrees that in no event shall Companies liability extend to include incidental or consequential damages. Consequential damages shall include but not be limited to loss of anticipated profits, loss of use, loss of revenue, cost of capital and damage or loss of other property or equipment. In no event shall Company be liable for property damage and/or third party claims covered by umbrella insurance and/or indemnity coverage provided to Purchaser, its assigns, and each successor in interest to the goods provided hereunder.

CONTACTS:

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