

WARRANTY AND DISCLAIMER

Graco warrants all equipment manufactured by Graco and bearing its name be free from defects in material and workmanship on the date of sale by an authorized Graco distributor to the original purchaser for use. With the exception of any special, extended, or limited warranty published by Graco, Graco will, for a period of twelve months from the date of sale, repair or replace any part of the equipment determined by Graco to be defective. This warranty applies only when the equipment is installed, operated and maintained in accordance with Graco's written recommendations.

This warranty does not cover, and Graco shall not be liable for general wear and tear, or any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-Graco component parts. Nor shall Graco be liable for malfunction, damage or wear caused by the incompatibility of Graco equipment with structures, accessories, equipment or materials not supplied by Graco, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by Graco.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized Graco distributor for verification of the claimed defect. If the claimed defect is verified, Graco will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor and transportation.

THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Graco's sole obligation and buyer's sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought within two (2) years of the date of sale.

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In no event will Graco be liable for indirect, incidental, special or consequential damages resulting from Graco supplying equipment hereunder, or the furnishing, performance, or use of

any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of Graco, or otherwise.

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