

LIMITED WARRANTY • FILBUR Manufacturing

FILBUR Manufacturing is a private label manufacturer of filter cartridges and grids for original equipment manufacturers (OEMs) under their brand names according to their specifications. FILBUR Manufacturing also manufactures replacement grids and cartridges under the FILBUR Manufacturing brand for those OEMs' products and for other OEMs for which it is not a private label OEM supplier. FILBUR Manufacturing has endeavored to make its aftermarket replacement products equal to or better than the OEM products for which they serve as replacements. FILBUR Manufacturing makes no claim that its FILBUR Manufacturing branded cartridges and grids are manufactured or endorsed by the OEMs.

Limited Warranty. FILBUR Manufacturing warrants that its cartridges and grids will be free from defects in material and/or craftsmanship for 1 year from date of purchase. This warranty does not extend to ordinary wear and tear, misuse, and/or failure to maintain the products. Documentation of date of purchase is required. FILBUR may require the return of product for determination of warranty eligibility in the reasonable discretion of FILBUR Manufacturing. FILBUR Manufacturing disclaims all other express or implied warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

Limitations of Liability. FILBUR Manufacturing's Limited Warranty applies only to new FILBUR Manufacturing filter cartridges, grids, and accessories purchased from FILBUR Manufacturing or an approved affiliate of FILBUR Manufacturing. FILBUR Manufacturing disclaims any warranty against claims of patent or trademark infringement. In the event of any judicially established claim of patent or trademark infringement, FILBUR Manufacturing may obtain an appropriate license on purchaser's behalf. Only in the event that FILBUR Manufacturing does not obtain such a license for purchaser, purchaser's sole remedy shall be to return any unused goods that are in resalable condition for refund. Purchaser assumes all risks what so ever from the use of FILBUR Manufacturing products. In the event of delivery or non-conforming or defective product, purchaser's sole and exclusive remedy shall be to return such non-conforming or defective product for replacement at no additional charge by FILBUR Manufacturing or, in the event the product cannot be replaced, for refund or credit.

FILBUR MANUFACTURING SHALL HAVE NO LIABILITY FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION SHIPPING, LABOR, INSTALLATION OR ANY OTHER LOSSES OR DAMAGES.

FILBUR MANUFACTURING SHALL NOT BE NOT LIABLE TO PURCHASER OR ANY THIRD PARTY FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SALES), REGARDLESS WHETHER IT IS BROUGHT AT LAW OR INEQUITY OR ON ANY THEORY OF CONTRACT OR TORT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

