

Warranty Registration

Dealer's Name _____

Address _____

City _____ State _____ Zip _____

Purchasers Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

email _____

Purchase Date _____

Product Purchased _____

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TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT OR WHETHER ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. APP'S LIABILITY AND BUYER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND SHIPMENT COSTS.

INDEMNIFICATION: Buyer will defend and indemnify APP and its directors, employees, agents, customers, end users, successors and assigns from and against all actual and alleged claims, liabilities, suits, damages, losses and expenses (including attorney's fees and legal costs) arising from, or caused in whole or in part, by buyers breach of any provision, term or condition of purchase.

BINDING EFFECT: All sales transactions are binding on APP and the buyer and their respective directors, officers, employees, agents, subcontractors, successors and permitted assigns.

GOVERNING LAW: All transactions will be interpreted and enforced under the laws of the State of California (including without limitation the Uniform Commercial Code as adopted by the California), without recourse to the conflict of laws provision thereof. In no event will the provisions of the UN Convention of the International Sale of Goods apply to any purchases. APP and buyer agree that any action or proceeding arising out of or in connection with any sale of product or service, will be brought exclusively to a court of competent jurisdiction in the County of Orange, State of California.

THE LIMIT OF LIABILITY FOR ANY CLAIMS SHALL NOT EXCEED THE AMOUNT PAID OR PREPAID ON ACCOUNT BY BUYER FOR THE GOODS GIVING RISE TO SUCH CLAIMS. BUYER SHALL BE DEEMED TO ASSUME ALL LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR MISUSE OF THE GOODS BY BUYER, ITS EMPLOYEES, CUSTOMERS AND OTHERS. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY GOODS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS HEREIN ARE MATERIAL, BARGAINED FOR BASES OF ANY ORDER OR CONTRACT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER ANY ORDER OR CONTRACT AND IN THE DECISION BY EACH PARTY TO ENTER INTO SUCH ORDER OR CONTRACT.

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1 Year Limited Warranty

Place
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CLAIMS: All claims must be made within ten (10) calendar days after receipt of the merchandise. If any shipment is received in a damaged condition, your claim must be filed with the delivering carrier and noted on the freight bill before you accept the merchandise.

RETURNS: All returns are subject to our written approval and must be accompanied by a "Return Goods Authorization" number obtained from APP prior to shipment. Unauthorized returns will not be accepted. Freight must be prepaid. Material returned for credit, if in original condition and resaleable, is subject to a 20% handling charge.

TAXES: Any Federal or State Excise or Sales Tax for which APP may be liable on any sale will be charged to and paid by the buyer. Buyer is responsible for furnishing a resale certificate.

PRICES: Prices and Products are subject to change without notice.

LIMITED WARRANTY: To Buyer, as original purchaser of the Goods, APP warrants its products free from defects in materials and workmanship for a period of one year from the date of purchase. Parts which fail or become defective during the warranty period, except as a result of freezing, negligence, improper installation, use or care, shall be repaired or replaced, at our option, within ninety (90) calendar days of the receipt of the defective product, barring unforeseen delays. To obtain warranty, replacements or repair, defective components or parts should be returned, transportation paid, to the place of purchase. No returns may be made directly to the factory without the express written authorization of APP. Pump housing/strainers which become defective during the warranty period, except as a result of freezing, negligence, improper installation, use or care, or as the result of use in association with an automatic valving system, shall be repaired or replaced, at APP's option, without charge. All other conditions and terms of the standard warranty apply. APP shall not be responsible for cartage, removal and/or reinstallation labor or any other cost incurred in obtaining warranty replacements. The foregoing warranty does not apply to components manufactured by others. For such products, the warranty established by the respective manufacturers will apply.

LIMITATION ON IMPLIED WARRANTIES: Implied warranties, including any warranty or merchantability imposed on the sale of the goods under state law, are limited to one year duration for the goods or any parts.

LIMITATIONS OF LIABILITY: THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT APP'S LIABILITY HEREUNDER, EXCEPT FOR BODILY INJURY OR DEATH OF A PERSON, UNDER NO CIRCUMSTANCES WILL APP, ITS EMPLOYEES, OFFICERS OR DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO ANYONE UNDER ANY PRODUCT ORDER, SCHEDULE OR TERMS AND CONDITIONS HEREIN, UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FORESEEABLE OR FORESEEN, FOR: (1) BUSINESS INTERRUPTION COSTS, COST OF REWORK, RETESTING, PROCUREMENT OF SUBSTITUTE GOODS, REMOVAL AND REINSTALLATION OF GOODS; OR (2) ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LITIGATION COSTS, LOSS OF EQUIPMENT, PRODUCTION OR PROFIT, GOODWILL, LOSS OF REVENUE, OR LOSS OF UNITS; COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF THE AP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THERE IS A

**Advantage Manufacturing
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Santa Ana, CA 92705**

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