

Limited Warranty

The following serves to define the Butler Products Limited Warranty policy effective January 27, 2014.

Butler Products warrants its Products to be free from defects in materials and workmanship when installed and maintained consistent with Butler Products' specifications.

Unless otherwise specified below, each Product is warranted for a period of 12 months from the date of retail delivery or 18 months from the date of shipment from Butler Products' facility, whichever shall first occur. All replacement or spare parts supplied by Butler Products are warranted for a period of 3 months from the date of shipment from Butler Products' Facility.

Should any part of a Butler Products' Product be found, under normal use and service, during the warranty period, to be defective, Butler Products shall repair or replace, at its sole option, said part FOB Butler Products' facility, Houston, Texas, provided the defective part, in whole, is returned to Butler Products facility, charges prepaid, accompanied by a Return Goods Authorization Number ("RGA") and defect report detailing the claimed defect, and provided inspection of the original Product establishes the claimed defect to the satisfaction of Butler Products.

In the event a warranty claim is denied, a Butler Products' Customer Service representative shall contact the customer and advise of the cost to repair the Product not covered under warranty. If the customer requests the Product be repaired, the repaired Product shall carry a Manufacturer's Remanufactured Warranty of 6 months from the date of remanufacture.

Warranty Disclaimer and Limitations of Liability

Butler Products makes no other warranties. No warranty of merchantability or fitness for a particular purpose is implied.

Butler Products' liability under this warranty is limited to the conditions stated herein. Butler Products SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE including, but not limited to expenses, attorney fees, loss of income or profits due to delay or defective material or workmanship and no allowance will be made for repairs, replacements, transportation or freight charges, or alterations UNLESS authorized in writing by Butler Products. Butler Products' warranty is subject to change without notice.

This warranty shall not apply to any Product upon which repairs or alterations have been made, improper lubrication, including type and frequency, excessive loading, improper application or for misused, neglected or incorrectly installed Product. This warranty shall not apply in the event proper lubrication and service is not maintained.

Butler Products Product Warranty is void and Butler Products will not be responsible nor liable for the following:

- Cases of abuse, incorrect application, incorrect installation, lack of proper service, abnormal conditions of use, improper storage and neglect or misuse of Product.
- Equipment conditions caused by wear and tear, accident, improper storage or damages resulting during shipment.
- Labor charges, loss or damage resulting from improper orientation, maintenance or repairs made by persons other than Butler Products.

This warranty shall not apply to the Product in the event they have been subjected to excess heat, paint, solvents or other chemicals. The warranty for bearings shall be limited to the warranty provided by the bearing manufacturer. No Product will be eligible for warranty if rust or corrosion has started on internal surfaces.

Notice of an alleged defect on a Butler Products Product must be given in writing with all identifying details, including serial number, model number, series type, and date of purchase, within thirty (30) days of the discovery of the same during warranty period.

Before any warranty service is performed purchaser must contact Butler Products for approval and RGA number.

If any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction and the remainder of the warranty shall not be affected thereby. Legal proceedings arising out of the terms of Butler Products' warranty must be commenced within one (1) year of the accrual of the cause of action or be forever barred.