

**Jet Edge Limited Warranty**  
**TERMS AND CONDITIONS OF SALE**

I. For equipment manufactured by Jet Edge, Jet Edge warrants to the original Purchaser (the original Purchaser is the first purchaser who upon acquisition used the equipment for its intended purposes) that such equipment is free of defects in material or workmanship for a period of:

1. Twelve months from the date of shipment; or 2,000 hours of operation, whichever shall occur first, with the exception of diesel powered intensifier pumps which are warranted for a period of twelve months or 1200 hours of operation, whichever occurs first, and
2. For electric intensifier pumps, the hydraulic circuit is warranted for 24 months from the date of shipment or 4000 hours whichever occurs first, and
3. All accessories are subject to a 90 day warranty period, and
4. All component parts of intensifier pumps such as engines, electric motors and hydraulic pumps are warranted by the component manufacturer.

II. For equipment not manufactured by Jet Edge but supplied as a part of this agreement to Purchaser, Jet Edge extends to Purchaser any and all warranties authorized and offered directly by the manufacturers of such equipment. **JET EDGE EXPRESSLY DOES NOT WARRANTY EQUIPMENT MANUFACTURED BY OTHERS.**

If the equipment covered by this Limited Warranty is not free of defects in material and/or workmanship during the Limited Warranty period and Purchaser supplies Jet Edge with prompt notification, Jet Edge shall, at its option, either correct any defects by suitable repair to the equipment or furnish replacement parts at the expense of Jet Edge, provided Purchaser has stored, installed, maintained and operated the equipment in accordance with Jet Edge's published policies and consistent with good industry practices and has complied with any specific recommendations of Jet Edge.

Substituted parts manufactured and sold by others and installed on the Jet Edge equipment by Purchaser are not covered by this Limited Warranty. Any substitution of Jet Edge parts or use of parts that are not manufactured by Jet Edge or specifically approved by Jet Edge shall render this Limited Warranty null and void. Any alteration or modification of the equipment without express written consent of Jet Edge voids this Limited Warranty. Repairs to the Jet Edge equipment will be accomplished in the following manner: Upon prompt notification of the necessary repair to Jet Edge by Purchaser, and upon mutual agreement, the equipment will be repaired by Purchaser who will be reimbursed for reasonable costs of repair by Jet Edge; or, Jet Edge will repair the equipment at Jet Edge expense including travel expense to the equipment site. Repairs done without the mutual agreement of Jet Edge are done at Purchaser's sole risk and liability.

Jet Edge shall not be liable for repairs, replacements, or adjustments to the equipment or any costs of labor performed by Purchasers or others absent compliance with Jet Edge warranty policies.

Correction by Jet Edge of defects, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Jet Edge for such defects, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such equipment. The effects of corrosion, erosion, and normal wear and tear are specifically excluded.

This Limited Warranty is conditioned on the prompt written notification by Purchaser of any claim of defect within the warranty period. This Limited Warranty shall not apply if the equipment has been subject to misuse, neglect or accident or if the equipment has been operated contrary to Jet Edge's instructions or stated limits of rated and normal usage.

During the warranty period, Jet Edge will review all claims and, on establishing that the equipment has been properly maintained and operated within the limits of rated and normal usage, will either make adjustments and/or repairs or replace parts as required. This Limited Warranty expressly

excludes consumable parts, such as nozzles, orifices, seals and filter elements. During the warranty period, Jet Edge will authorize adjustments or replacements at Jet Edge's option. Purchaser agrees to promptly return defective parts to Jet Edge at Purchaser's expense.

#### **LIMITATION OF WARRANTY**

JET EDGE EXPRESSLY EXCLUDES FROM ITS LIMITED WARRANTY ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, PERSONAL INJURY OR ANY OTHER LOSS. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY WHETHER EXPRESS OR IMPLIED.

Jet Edge and its suppliers shall not be liable to Purchaser, any successors in interest, or any beneficiary or assignee of Purchaser for any consequential, incidental, indirect, special or punitive damages arising out of the use of the equipment or any breach of the agreement under which the equipment is obtained by Purchaser, or any defect in, or failure or malfunction of the equipment hereunder, whether based upon loss of use, lost profits or revenues, goods, loss by reason of shutdown or non-operation, cost of purchase of replacement or claims of Purchaser or customers of Purchaser for in-service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise. Jet Edge shall not be liable, unless agreed in writing, for transportation, labor or other charges or adjustments, repairs, replacement of parts, installation, or other work which is done upon or in connection with the equipment by other than a representative authorized by Jet Edge. Purchaser shall not operate the equipment which it or Jet Edge considers to be defective without first notifying Jet Edge in writing of its intention to do so. Any such use of the equipment will be at Purchaser's sole risk and liability.

#### **SECURITY INTEREST**

Jet Edge and Purchaser specifically agree that title to the equipment which is the subject of this agreement does not pass to Purchaser pursuant to Section 336.2-401 of Minnesota Statutes Annotated until such time as the invoice is paid in full to Jet Edge. The parties agree and acknowledge that this reservation of title constitutes, under Section 336.2-401, a purchase money security interest in parts and equipment being sold hereunder. Purchaser agrees that it shall, upon request of Jet Edge, execute a UCC-1 financing statement that allows Jet Edge to perfect the security interest granted hereunder. In the alternative, though not to the exclusion of the execution of a UCC-1 by Purchaser, Purchaser appoints Jet Edge as its attorney in fact with full power to execute, deliver and sign on Purchaser's behalf financing statements and other documents necessary to evidence and perfect the security interest granted to Jet Edge hereby. Purchaser further agrees that a copy of this Agreement may be filed, in the jurisdiction as appropriate, as a financing statement to protect the security interest of Jet Edge.

#### **MISCELLANEOUS**

The terms and conditions set forth in this Limited Warranty and the invoice that it is part of it are the exclusive terms between the parties regarding the subject matter and may not be modified except in writing by the parties. This Limited Warranty and the invoice supersede all other agreements between the parties regarding the subject matter. Any dispute regarding this matter shall be governed by the laws of the State of Minnesota with any action venued in the Hennepin County District Courts for the State of Minnesota.

#### **EXTENDED LIMITED WARRANTY**

If this proposal includes an extended warranty on a Jet Edge electric intensifier pump, then the warranty period for that Jet Edge electric intensifier pump is extended to twenty-four (24) months from date of shipment or 4,000 hours of operation, whichever shall occur first.