

## LIMITED WARRANTY

RWN Pump & Fabrication, LLC (“**RWN**”) provides this *Limited Warranty* and warrants to any person or entity who directly purchases a “**Product**” or “**Products**” from RWN for resale, for incorporation into a product for resale, or for use (“**Customer**”) that RWN’s Products, during the applicable warranty period, will (i) be free from defects in workmanship and material at the time of shipment, (ii) conform to the specifications published or unless agreed upon otherwise by Customer and RWN. This *Limited Warranty* extends only to Products purchased directly from RWN. If a defect in materials or workmanship is discovered during the warranty period, RWN must be notified in writing within thirty (30) days of such discovery and provided the information specified below.

This *Limited Warranty* is a written guarantee by RWN of Products, promising to repair or replace parts which have a defect in materials or workmanship. “**Limited**” means that the *Limited Warranty* is for a specified period of time, and has certain other restrictions.

RWN warrants to Customer that the Products are free from defects in material and workmanship for a period specified as follows:

- Trailer/Skid: Five (5) years from the date of purchase as reflected on the receipt of purchase/invoice.
- Components (*i.e.*, engine, motor, pump, and other associated components): The period of time specified by the manufacturer of the specific component at issue.

RWN’s liability and Customer’s remedy under this warranty are limited to repair and/or replacement, at RWN’s election, of goods or parts thereof returned to RWN which are shown to RWN’s reasonable satisfaction to have been defective; provided in accordance with the terms and conditions hereof. Transportation charges for the return of defective goods to RWN and their reshipment to Customer and the risk of loss thereof shall be borne by Customer. RWN, or its agents, reserve the right to inspect the Products to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair.

This *Limited Warranty* covers defects in materials or workmanship of RWN’s Products only. Certain accessories that may be sold by RWN are covered exclusively by the manufacturer’s original warranty.

THIS *LIMITED WARRANTY* IS LIMITED TO THE PRECISE TERMS HEREWITH AND PROVIDES EXCLUSIVE REMEDIES EXPRESSLY IN LIEU OF ALL OTHER REMEDIES, AND IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE SUITABLE MONITORING AND/OR BACKUP SYSTEMS TO PREVENT PROPERTY DAMAGE OR INCONVENIENCE DUE TO PRODUCT SHUTDOWN OR FAILURE. IN NO EVENT WILL RWN BE LIABLE FOR ANY LABOR COST FOR REMOVAL AND REPLACEMENT OF PARTS OR EQUIPMENT. THE *LIMITED WARRANTY* GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. RWN DOES NOT

AUTHORIZE ANY PERSON TO CREATE FOR RWN ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THIS *LIMITED WARRANTY*.

THIS *LIMITED WARRANTY* IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR RWN'S BREACH OF ITS OBLIGATIONS HEREUNDER, INCLUDING BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE, UNLESS PROVIDED ON THE FACE HEREOF OR IN A WRITTEN INSTRUMENT MADE PART OF THIS *LIMITED WARRANTY*, SHALL BE FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCT AT RWN'S SOLE AND ABSOLUTE DISCRETION AND ELECTION. ANY RWN PRODUCT WHICH RWN DETERMINES TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE, AT RWN SOLE OPTION, REPAIRED OR REPLACED. SUCH RESTRICTIONS MAY BE LIMITED BY STATE LAW.

WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS *LIMITED WARRANTY*, RWN, AND IS AFFILIATES, AGENTS, SUBSIDIARIES, SUCCESSORS, PARENTS, AND ASSIGNS, SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY AND ALL (I) INCIDENTAL EXPENSES OR OTHER CHARGES, COSTS, EXPENSES (INCLUDING COSTS OF INSPECTION, TESTING, STORAGE, OR TRANSPORTATION) OR (II) DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL DAMAGES, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER RWN PUMP IS OR IS SHOWN TO BE AT FAULT, AND REGARDLESS OF WHETHER THERE IS OR THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS OR WORKMANSHIP, NEGLIGENCE, ACTUAL OR IMPUTED, IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN. CUSTOMER HEREBY RELEASES AND WAIVES ANY CLAIM TO SUCH DAMAGES THAT MAY BE SET FORTH AGAINST RWN.

RWN'S LIABILITY ARISING OUT OF THE SALE OR DELIVERY OF THE PRODUCTS, OR THEIR USE, WHETHER BASED UPON THIS *LIMITED WARRANTY*, NEGLIGENCE, ACTUAL OR IMPUTED, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCTS, WHICHEVER IS LESS, AND, UPON EXPIRATION OF ANY APPLICABLE WARRANTY PERIOD, ANY AND ALL SUCH LIABILITY SHALL TERMINATE.

WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS *LIMITED WARRANTY*, RWN DOES NOT WARRANT THE ADEQUACY OF ANY SPECIFICATIONS PROVIDED DIRECTLY OR INDIRECTLY BY CUSTOMER OR THAT RWN'S PRODUCTS WILL PERFORM IN ACCORDANCE WITH SUCH SPECIFICATIONS. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT HAVE BEEN SUBJECT TO MISUSE (INCLUDING USE IN A MANNER INCONSISTENT WITH THE DESIGN OF THE PRODUCT), ABUSE, NEGLECT, ACCIDENT OR IMPROPER INSTALLATION OR MAINTENANCE, OR TO PRODUCTS THAT HAVE BEEN ALTERED OR REPAIRED BY

ANY PERSON OR ENTITY OTHER THAN RWN OR ITS AUTHORIZED REPRESENTATIVES.

THIS *LIMITED WARRANTY* DOES NOT COVER PARTS THAT BY NATURE OF THEIR FUNCTION REQUIRE REPLACEMENT AS THE RESULT OF NORMAL WEAR AND TEAR, INCLUDING BUT NOT LIMITED TO, SEALS, WEAR RINGS, WEAR PLATES, COUPLINGS, LIGHTS, HITCHES, SAFETY CHAINS, JACKS, AXLES, WHEELS, TIRES, OR OTHER PARTS SUBJECTED TO ABRASION, CAVITATION, OR CORROSION, UNLESS A DEFECT IN MATERIALS OR WORKMANSHIP CAN BE DETERMINED BY RWN.

It is the Customer's responsibility to maintain the Products in accordance with the policies, procedures, and instructions of RWN. Customer may be asked to prove that maintenance instructions have been followed prior to any review, repair, or replacement conducted by RWN. It is also Customer's responsibility to operate the Products in a safe manner, and use the Products only for the purpose for which they were designed. If a defect in materials or workmanship occurs, it is Customer's responsibility to cease operating the Products until repairs are made. Damages that occur from continued operation after a failure will **not** be covered by this *Limited Warranty*. Customer shall contact RWN immediately after discovering a defect, so review of the Products can be conducted in a timely manner.

With respect to all Products manufactured by RWN, the following conditions automatically void this *Limited Warranty*: (1) corrosion due to aggressive pumping conditions; (2) improper voltage supply; (3) physical damage that is the result of misuse, mishandling, or freight or shipping damage; (4) damage caused by disasters such as fire, flood, wind, or lightning; (5) damage caused by unauthorized modifications or attachments; (6) corrosive or abrasive wear outside the normal use of the product; (7) lightning damage (often referred to as high voltage surge damage); (8) electrical failures due to the use of non-approved overload protection; (9) unauthorized disassembly; (10) improper flange loading; (11) cavitation; (12) natural calamities; (13) unauthorized modifications; (14) improper repairs; (15) use of non-genuine RWN parts or aftermarket parts; (16) neglected maintenance/incorrect operation; (17) unapproved attachments; (18) usage that is contrary to the intended purpose; (19) any Products found to have been subjected to abnormal operating conditions; (20) unapproved modifications; (21) the use of unapproved parts to the extent such parts are found to be the cause of the failure; (22) failure to follow the installation, operation, and maintenance instructions provided by RWN; (23) acts of God; (24) electrical malfunctions (*i.e.*, resulting from power surges, shorted or overloaded circuits, etc.); and/or (25) damage resulting from improper packaging or mishandling by a shipping entity or person. Additionally, this *Limited Warranty* does **not** cover any of the following: (1) pickup or delivery of the equipment; (2) rental of replacement equipment during the repair period; (3) Products which have been declared a total loss and subsequently salvaged; (4) overtime labor charges; (5) travel time or mileage; (6) service calls; and (7) transportation of Products to RWN from Customer.

THIS WARRANTY DOES NOT EXTEND TO PRODUCTS SUBJECTED TO MISUSE, NEGLIGENCE, OR ACCIDENT; NOR DOES IT APPLY UNLESS THE PRODUCTS ARE PROPERLY INSTALLED BY A QUALIFIED, COMPETENT TECHNICIAN, FAMILIAR

WITH THE PRODUCTS, WHO IS LICENSED WHERE STATE AND LOCAL CODES REQUIRE, AND WHO IS EXPERIENCED IN MAKING SUCH INSTALLATIONS IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, LOCAL CODES, AND ANY OTHER AUTHORITIES HAVING JURISDICTION.

Prior authorization must be received from RWN prior to any service work on any Product by third-parties. Failure to obtain prior authorization shall void this *Limited Warranty*. No statements regarding warranty coverage made by any third-party shall be binding on RWN.

Customer shall provide the following information with any warranty request:

- Your Name, Address, and Phone Number;
- Model and Serial Number;
- Date of Purchase;
- A Copy of Receipt of Purchase or Invoice; and
- Detailed Description of the Alleged Defect.

This *Limited Warranty* shall be governed by and construed in accordance with the laws of the State of Texas in all respects, including matters of construction, interpretation, validity, and enforcement. If any provision of this *Limited Warranty* is prohibited by law, such prohibition shall not affect the validity of the remaining provisions of this *Limited Warranty*.

IF A DISPUTE BETWEEN CUSTOMER AND RWN CANNOT BE RESOLVED BY NEGOTIATION BETWEEN THE PARTIES, THE COMPLAINING PARTY MAY FILE FOR ARBITRATION RELATING TO ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS *LIMITED WARRANTY*, OR BREACH THEREOF, AND/OR PERTAINING IN ANY WAY TO THE PRODUCTS, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER ITS COMMERCIAL ARBITRATION RULES AND EXPEDITED RULES, IF APPLICABLE, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN A COURT OF COMPETENT JURISDICTION IN TARRANT COUNTY, TEXAS. SUCH ARBITRATION SHALL BE CONDUCTED IN FORT WORTH, TARRANT COUNTY, TEXAS. THE TEXAS ARBITRATION ACT SHALL APPLY TO ARBITRATION CONDUCTED IN ACCORDANCE WITH THIS *LIMITED WARRANTY*. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE ARBITRATOR. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO REQUEST AND HAVE A JURY TRIAL. NO ARBITRATION MAY BE FILED UNTIL AFTER RWN HAS HAD AN OPPORUNITY TO REVIEW THE ALLEGED DEFECT AND PROVIDE NOTICE TO CUSTOMER OF ANY ANALYSIS, DECISION, OR REPAIR OR REPLACEMENT THAT IS NECESSARY.

RWN reserves the right to make any changes to a RWN product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped.

If Customer has any questions regarding rights and responsibilities under this *Limited Warranty*, Customer may contact RWN at 817.523.7900 and [warranty@rwncontractors.com](mailto:warranty@rwncontractors.com).