



WARRANTY

- **FOLLOW THE “GOVERNOR MAINTENANCE AND LUBRICATION” INSTRUCTIONS FOUND WITHIN THIS PACKET.**
- **IF PROPER LUBRICATION DOES NOT FIX YOUR PROBLEM, CALL FRIGID TO ASSIST YOU: 1-800-621-4719**
- **THE 1 YEAR WARRANTY COVERS ANY DEFECT IN MATERIAL OR WORKMANSHIP, NOT FROM FAULTY USE.**
- **ALWAYS USE PROPER CARE WHEN HANDLING THE DEVICE**
- **WARRANTY IS VOID IF NOT PURCHASED DIRECT, OR THROUGH AN AUTHORIZED FRIGID RESELLER**

Frigid Fluid Co. warrants that Frigid Fluid Co.'s products, parts, components, uses or applications (collectively, the "Product"), insofar as it is manufactured by Frigid Fluid Co. or its subcontractor(s), will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment by Frigid Fluid Co. ("Warranty Period"). Frigid Fluid Co.'s obligation under this warranty, and the purchaser's exclusive remedy for the breach thereof, shall be limited to Frigid Fluid Co.'s correction of any defect in material or workmanship by, at Frigid Fluid Co.'s option, (a) providing repair or replacement part(s) for Product F.O.B. Frigid Fluid Co.'s factory, or (b) repairing any defective part(s); provided, however, that the purchaser shall be responsible for providing Frigid Fluid Co. with free and safe working access to said defective parts. In no event, however, is Frigid Fluid Co.'s obligation to exceed the replacement cost of the defective part(s) F.O.B. Frigid Fluid Co.'s factory. Frigid Fluid Co. shall have the option of requiring the return of any defective part, transportation charges prepaid, before considering any warranty claim. This warranty shall not apply to any Product (1) which has suffered corrosion, erosion or chemical deterioration for any reason, whether or not due to the action or inaction of the purchaser, and specifically excluding any damage to the Product resulting from the failure by the purchaser to oil the Product in a manner which is consistent with the directions for care of the Product provided by Frigid Fluid Co. to the purchaser; (2) which has been subjected by persons other than Frigid Fluid Co. to improper handling, erection, operation, maintenance, and repair, or to misuse, negligence or accident; (3) which has not been repaired, refurbished, rebuilt or otherwise refitted with Frigid Fluid Co. manufactured and supplied straps or mechanical, structural or other replacement parts; (4) been which has been altered by persons other than Frigid Fluid Co. in any manner so as, in Frigid Fluid Co.'s judgment, to affect its serviceability or proper operation; or (5) which has been purchased through a non-authorized Frigid reseller. Any Product repaired or replaced pursuant to this Warranty shall be warranted as herein provided for the unexpired portion of the warranty applying to the original Product.

THE FOREGOING CONSTITUTES FRIGID FLUID CO.'S SOLE RESPONSIBILITY IN CONNECTION WITH THE PRODUCT, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXTEND BEYOND THE WARRANTY HEREINBEFORE PROVIDED, AND NONE SHALL BE IMPLIED BY LAW WITH RESPECT TO THE PRODUCT. WHETHER ATTRIBUTABLE TO CONTRACT, WARRANTY (INCLUDING CORRECTION OF DEFECTS), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FRIGID FLUID CO.'S RESPONSIBILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES ARISING OUT OF ITS SUPPLY OF THE PRODUCT IN THE AGGREGATE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL FRIGID FLUID CO. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OR USE OF PRODUCTIVE FACILITIES OR PRODUCT, LOST PROFITS, OR LOST PRODUCTION, WHETHER SUFFERED BY PURCHASER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.