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LIMITED WARRANTY

All products and services ("Goods") provided by FTI Flow Technology, LLC. ("FTI") or its representatives to any customer, distributor, reseller, original equipment manufacturer, or other purchaser ("Buyer") are warranted in accordance with the applicable limited warranty below ("Warranty"). The Warranty is effective only upon payment in full for the Goods to be warranted and extends only to the original Buyer or end-user. The Warranty may be altered or terminated by FTI in whole or in part for future sales at any time, without prior notice.

FTI Products: Goods manufactured by FTI are warranted to be free from defects in materials and workmanship for a period of twelve (12) months from date of shipment to destinations within the United States, and eighteen (18) months from the date of shipment to destinations outside the United States, provided that the Goods are applied, installed, operated, used, and maintained in strict accordance with FTI's specifications and instructions. The Warranty does not apply to Goods that are normally consumed in operation or have a normal life inherently shorter than the warranty period described herein. FTI does not warrant and assumes no responsibility for the performance of Goods manufactured to Buyer's design or specifications, nor for defects in raw material, parts, or sub-assemblies furnished or requested by Buyer, its agents, or suppliers. Buyer is responsible for compliance with all applicable federal, state, local, foreign, and other laws, regulations, codes, ordinances, recommendations and requirements of government authorities pertaining to the purchase, shipment, import, export, transfer, sale, disposition, installation, operation and use of the Goods, including without limitation obtaining all required licenses, permits, and registrations, it being understood that FTI shall have no obligation or responsibility and makes no warranty of any kind regarding compliance with such requirements.

Third party Products: Goods, and any component thereof, that are not manufactured by FTI are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. FTI will not be liable for any damage or loss of any nature with respect to such third party products or failure of any such supplier to perform under its warranty.

Limited Remedy: To exercise the Warranty, Buyer must provide written notice to FTI within thirty (30) days following discovery of the defect and return the product freight prepaid to FTI's designated repair facility. Goods returned within the warranty period and found to be defective by factory inspection will be repaired or replaced, at FTI's option and without charge, and returned to Buyer freight prepaid. The repaired or replacement product is then warranted under the applicable warranty terms for the balance of the original warranty period. FTI will not be responsible for any other costs or charges, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. Any replacement of Goods may be made by substitution of similar or upgraded products having the same or comparable functionality. If FTI is not able, using reasonable efforts, to correct or remedy a defect, FTI's sole obligation will be to refund an equitable portion of the purchase price paid to FTI for the product. Service required beyond the normal scope of warranty (see *Exclusions* below) or after expiration of the warranty period will be billable repairs and FTI will charge Buyer its then-current rates and prices for parts, labor, and transportation. Buyer may also be billed for costs of testing and inspection of returned Goods with no trouble found.

Exclusions: FTI's Warranty does not cover defects or problems caused by Buyer's acts (or failure to act), the acts of others, or events beyond FTI's reasonable control. Without limiting the foregoing, any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of: (1) inadequate or faulty installation or failure to provide a suitable installation environment, (2) accident, misuse, abuse, extraordinary wear and tear, or neglect, (3) misapplication, improper use, or other failure to follow FTI's instructions and safety precautions, including without limitation use or storage of Goods outside of normal or specified operating or environmental conditions or specifications or for purposes other than those for which they were designed, (4) use of Goods in conjunction with, physically installed on, or as a component of non-FTI equipment, hardware, software, components, services, accessories, attachments, interfaces, or consumables, other than those supplied or specified by FTI; (5) computer viruses, failure of electrical power, acts of God such as fire, flood, wind, and lightning, or other causes external to the Goods, or (6) latent defects discovered after expiration of the applicable warranty period. Modification, disassembly, rewiring, re-engineering, recalibration, and/or repair of Goods other than by or as specifically authorized by FTI in writing is prohibited and will void all warranties. Buyer is responsible for validation of each specific product application and any use of Goods as a component of, physically installed on, or in conjunction with other products or attachments not supplied or specified by FTI for such purpose, including all necessary testing and qualification, and will put in place all necessary systems and protections to ensure that any failure or defect relating to the Goods will not result in any other or further liability, damage, or safety issues. FTI's responsibility shall in all events be limited to repair or replacement of the failed or defective FTI product(s) as provided in this Warranty and shall not include any further liability for or arising out of any third party products with which the Goods may be installed, combined, or used.

TO THE FULL EXTENT ALLOWED BY LAW, THE WARRANTY AND REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR LIABILITIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT WILL FTI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FTI'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST FTI, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.

Certain Legal Limitations: The Warranty gives Buyer specific legal rights which may vary based on local law. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written Warranty and, for European customers, any terms herein limiting FTI's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act. No employee, agent, dealer or other person is authorized to modify, vary, or extend FTI's warranties as set out herein or to assume for FTI any other liability in connection with the Goods. Warranties are limited to those in effect on the date of product purchase, FTI may alter or terminate its applicable warranties for future product sales at any time, without prior notice.

Return Authorization: All returns of Goods to FTI (including returns for examination or repair under Warranty) require prior authorization from FTI in the form of a Returned Material Authorization ("RMA"). The RMA number is valid for 30 days from issuance and should be clearly marked on the exterior of the shipping container and all enclosed shipping documents. Goods returned without an RMA number may be returned to Buyer freight collect. For non-Warranty repairs, issuance of an RMA requires a Buyer purchase order ("PO") covering all charges associated with the required repairs or service. All returned items should be shipped by Buyer freight prepaid and properly boxed to prevent damage in transit. FTI WILL NOT ACCEPT ANY C.O.D. PARCELS. For returned Goods covered by Warranty, return transportation will be prepaid by FTI. For Goods not under Warranty or returned with no fault found, return transportation will be charged to Buyer.