

# Uflex USA Inc. Limited Warranty

**1. Two Year Limited Warranty.** Uflex USA, Inc. warrants that all products manufactured by Uflex USA, Inc or Ultraflex S.p.A. and sold by Uflex USA to the retail purchaser ("Purchaser") that for two (2) years after the date of manufacture to be free from defects due to material or workmanship, subject to the exclusions below. Improper installation VOIDS this warranty. Installation should only be attempted by a trained and qualified technician.

**2. Exclusions.** This limited warranty does not cover and does not extend to any of the following:

**(a)** Failure caused by normal wear and tear, climatic conditions, misuse, neglect, lack of proper maintenance, accident, fire or other casualty damage, racing, overloading, negligence, modification, beaching or grounding of vessel, collision, impact, towing, acts of war or hostilities; **(b)** components not manufactured by Uflex USA, Inc., or its affiliates; **(c)** cost of removal or reinstallation of any component (including components manufactured by Uflex USA, Inc.), or disassembly and reassembly of the unit containing the component; **(d)** components not manufactured by Uflex USA, Inc. or Ultraflex S.p.A., whether or not warranted by the other manufacturer. **(e)** any product which has not been properly installed.

**3. Limitations. THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UFLEX USA, INC.'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY. LABOR FOR REPLACEMENT IS NOT INCLUDED.** Uflex USA, Inc.'s obligation under this warranty is limited to the repair or replacement (at Uflex USA, Inc.'s sole election) of any covered item found to be defective, when delivered by Purchaser pursuant to written authorization and instructions from Uflex USA, Inc., shipping prepaid to Uflex USA, Inc.'s, plant or other designated repair facility. Repaired or replaced items are warranted as provided herein for the unexpired portion of the applicable warranty period. **THIS WARRANTY, AND THE RIGHTS AND REMEDIES UNDER IT, IS EXCLUSIVE AND IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. PURCHASER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND UFLEX USA, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSSES RESULTING FROM DEFECTS. THE RETAIL SELLER IS NOT A CO-WARRANTOR AND IS NOT AUTHORIZED BY UFLEX USA, INC. TO AMEND OR MODIFY THIS LIMITED WARRANTY IN ANY MANNER.**

**4. Transferability of Warranty.** This limited warranty may not be transferred to subsequent purchasers.

**5. Miscellaneous.** Uflex USA, Inc. is an affiliate of Ultraflex S.p.A. Uflex USA, Inc., reserves the right to make changes in the design and construction of its products at any time, without notice and without any obligation to incorporate such changes into products of prior manufacture. This limited warranty applies to new components sold by Uflex USA, Inc.. This limited warranty contains the entire agreement between Uflex USA, Inc. and Purchaser and supersedes all prior agreements, discussions, negotiations, commitments and representations, whether oral or written, between them regarding Uflex USA, Inc.'s warranty. If any provision of this limited warranty, or the application of it, is determined to be invalid or unenforceable for any reason, the remainder of this limited warranty and the application of it shall not be affected.

**6. Power ETM, Power ATM and Power CTM. The Power "ETM, Power ATM and Power CTM - User and Installation Manual" describes activities, operations, technical specifications which must be followed during the installation and/or usage of the product, in order to keep a valid warranty. Descriptions and drawings in that manual are suitable to allow installation and use of the product to skilled persons. In case of doubt and/or for any information, please contact our Technical Service.**

**All communications and notices from Purchaser regarding this limited warranty should be sent to: UFLEX USA, INC. , 6442 Parkland Drive, Sarasota, FL 34243; (941) 351-2628.**

## RETURNS POLICY

Any product that is presumed defective should be reported to Uflex USA within 48 hours of receipt or discovery in the field. Upon notification Uflex USA will attempt to troubleshoot the problem with our customer over the phone. If we are unable to resolve the problem Uflex will issue a Return Goods Authorization number and we require that the product in question be returned to Uflex with all of its parts in its original packaging. The product should be returned freight prepaid to:

**Uflex USA  
RGA Department – RGA #  
6442 Parkland Drive  
Sarasota, Florida 34243**

Upon receipt Uflex will examine the product to determine the cause of the defect. If the product is determined to have a defect in workmanship or material, it will be repaired or replaced at our discretion.