

## WARRANTY POLICY

This Policy describes JARP Industries' Terms and Conditions related to Warranties.

A complete description of JARP Industries' Terms and Conditions of Sale (including the information contained in this Policy) can be found at: <a href="https://jarpind.com/about/term-cond/">https://jarpind.com/about/term-cond/</a>

Please reference the above document for the full details and all applicable conditions related to the Sale of JARP Industries' products.

JARP warrants the Products manufactured by it to be free from defects in materials and workmanship and to conform to JARP's specifications for a period of twelve (12) months from the date of manufacture of goods at JARP (such date marked on the Product), with conditions as detailed in both Clause 9 of JARP's Terms and Conditions of Sale and this Policy.

In no event shall JARP's liability for such defective or nonconforming products exceed the purchase price paid by Customer.

In order for warranty consideration, JARP must receive written notice of any defect within a reasonable period of time (but in no event more than sixty (60) days) after the defect was discovered, or by reasonable care should have been discovered, and such notice must be received prior to expiration of the applicable Product warranty period. Defective Product within this warranty period must be authorized for return by JARP through the issue of a JARP RMA number and returned Free On Board (F.O.B.) to JARP, or another destination designated by JARP for JARP warranty evaluation. Returned Product must be received by JARP within 30 calendar days of RMA number issue, or the RMA will automatically be closed and related Product will no longer be accepted if returned. Circumstances resulting in delay of a return may be discussed on an individual basis between the Customer and JARP at JARP's sole discretion.

Where items are not authorized for return by JARP (using a JARP supplied RMA number), the items shall be immediately returned to the sender at their cost, and a processing fee of no less than \$500 will be charged to the sender.

JARP targets a response time on warranty evaluation of thirty (30) working days from receipt of product (though this may be exceeded in certain circumstances). Any Products found to be defective or nonconforming after JARP's warranty evaluation process will be repaired or replaced as a First Option. Credit may be issued to the Customer, in an amount up to but not exceeding the purchase price paid by the Customer as a Secondary Option. The Option selected to remedy will be at JARP's discretion, but

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Customer feedback will be considered prior to making this decision, provided such feedback is received within ten (10) working days of evaluation results being provided to the Customer. If no warranty coverage is confirmed, the Customer may request a repair or replacement at their cost (subject to current lead times), to have the product returned to them in its current state, or to have the product scrapped. If no Customer response has been received after ten (10) working days from the submission of the evaluation information to the Customer, JARP will automatically return the item(s) at customer cost, to include evaluation and processing fees, regardless of evaluation findings.

Where items specifically returned for warranty evaluation are found to be appreciably outside of JARP's warranty period, a processing fee of no less than \$500 will be incurred, in addition to any subsequent evaluation and / or repair costs that may be incurred.

The warranties contained in both Clause 9 of JARP's Terms and Conditions of Sale and this Policy:

- (a) Do not cover shipping expenses to and from JARP's factory or other destination(s) designated by JARP for repair or replacement of defective Products
- (b) Do not cover any tax, duty, custom, inspection, or testing fee
- (c) Do not cover any other charge of any nature related
- (d) Do not cover the costs of disassembling or removing defective Products from Customer equipment; reassembling, reinstalling, or testing repaired or replaced Products; or reinstallation of Products to Customer equipment
- (e) Shall be void with respect to Products operated in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements
- (f) Shall be void with respect to Products repaired or altered by parties other than JARP, or JARP's authorized service agencies
- (g) Shall be void with respect to Products which were subjected to negligence, misuse, misapplication, accident, damages by circumstances beyond JARP's control, or occurring outside of JARP property
- (h) Shall be void with respect to improper installation (if by others than JARP), operation, maintenance, or storage
- (i) Shall be void with respect to use or service other than the Product's specified application or use
- (j) Shall not apply to Products or components not manufactured or remanufactured by JARP
- (k) Shall not apply to Products or components not commissioned for manufacture or remanufacture by JARP
- (l) With respect to Products or components purchased by JARP for use in JARP Products, JARP's warranty obligations shall in all respects conform and be limited to the warranty actually extended to JARP by its suppliers, but in no event shall JARP's obligations be greater than those provided under JARP's warranty set forth in this section.

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(m) Do not expressly warrant a specific number of cycles for JARP Products, nor does JARP expressly warrant consumable items, which includes, but is not limited to, seal kits and bushings.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT TITLE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF JARP OTHER THAN AN OFFICER OF JARP IS AUTHORIZED TO ALTER OR MODIFY ANY PROVISION OF THIS CLAUSE OR POLICY OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS CONTRARY TO THIS CLAUSE OR POLICY.

Any description of the Products, whether in writing or made orally by JARP or JARP's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with the Customer's order are for the sole purpose of identifying the Products and shall not be construed as an expressed warranty. Any suggestions by JARP or JARP's agents regarding use, application, or suitability of the Products shall not be construed as an expressed warranty unless confirmed to be such in writing by JARP's authorized officer.

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