



STANDARD LIMITED PRODUCT WARRANTY

Whitmore Manufacturing, LLC (“Whitmore”) is a global provider of innovative products and services which increase the reliability, performance and lifespan of industrial assets. Whitmore manufactures high performance lubricants, friction modifiers, application equipment, lubrication management systems, desiccant breathers and cleaners designed to meet the specific needs of each industry and application. Industrial customers worldwide rely on Whitmore to deliver the performance engineered solutions they can count on even in the most adverse conditions and demanding environments. Since its founding in 1893, Whitmore has made significant investments in its brand image— emphasizing both the high quality and performance of its products under its various brand names, including Whitmore®, Deacon® and Jet-Lube®.

Whitmore has adopted this Standard Limited Product Warranty (this “Limited Warranty”) as an essential element of Whitmore’s continued efforts to maintain the standards of excellence that its customers have come to expect and deserve. This Limited Warranty supersedes any prior, older or otherwise legacy warranty language that may be referenced elsewhere throughout the various product materials published by Whitmore.

1. LIMITED WARRANTY

Whitmore warrants to the purchaser of its products (the “End User”) that the product will be of good quality and workmanship and conform to the product’s specifications as specified in Section 7 for the type of product purchased.

The End User agrees to inspect the product at the time of installation for any reasonable discernable defects, and further agrees to inspect the product at least annually during the Warranty Period indicated in Section 7, as applicable. Before using the product, the End User is solely responsible for determining the suitability of the product for the intended use, and the End User assumes all risk and liability whatsoever in connection therewith.

2. CLAIMS PROCEDURE

If the End User believes that a product covered under this Limited Warranty fails to conform to specifications or is defective by reason of faulty design, workmanship or materials, then it must notify Whitmore (or the distributor from whom the product was purchased) in writing within 15 days (a “Defect Notice”) and include a detailed description of the defect, a copy of the purchase receipt and any other supporting documentation.

Upon receipt of a Defect Notice, Whitmore may require inspection or testing of the product to determine any breach of warranty. If Whitmore determines that the End User’s claim is valid, Whitmore will replace the product at no additional cost or refund the purchase price to the End User, potentially via the distributor, pursuant to the option selected by the End User. Whitmore must receive a copy of the receipt of purchase to process a refund.

The End User is responsible for any labor costs associated with replacing any defective parts. If replacement product is not available, Whitmore may provide a product of a similar grade, color or kind with materially comparable specifications.

Whitmore reserves the right to visit the site where the product was to be used or installed before assuming any responsibility under the provisions of this Limited Warranty.

The End User may submit their claim or contact Whitmore for additional information via any of the following methods:

By Mail:	930 Whitmore Drive Rockwall, TX 75087 Attn: Customer Service
By Phone:	972-771-1000
By Email:	orders@whitmores.com

3. EXCLUSIONS

This Limited Warranty applies solely to the product and not to any components or accessories, nor any labor or other costs incurred in conjunction with any replacement product provided by Whitmore. This Limited Warranty will be voided if the product defect is caused by:

- (i) failure to store, install, use or maintain the product in accordance with Whitmore’s specifications or instructions, or in compliance with the product’s intended use as set forth in the product documentation;
- (ii) abnormally corrosive conditions, high temperatures, electrical surges, excessive operating conditions, unusual environmental conditions, open flame, fire, accidents, entry by vermin or insects, force majeure or other events beyond Whitmore’s reasonable control, including without limitation, storms, cyclones, floods, earthquakes and other natural disasters;

- (iii) negligence, abuse, misuse, unauthorized alteration, repair or maintenance, tampering, or the use of substandard consumables, ordinary wear and tear excepted;
- (iv) reconstruction, repair or replacement of the product with a part that was not manufactured or supplied by Whitmore; or
- (v) any design, configuration, specification, component or material that was not manufactured or supplied by Whitmore.

4. LIMITATION OF LIABILITY AND DISCLAIMER

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES. WHITMORE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS WITH REGARD TO THE PRODUCT AND/OR AS A RESULT OF USING THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE PERFORMANCE OF THE PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY A PARTY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY EITHER PARTY RELY ON ANY SUCH INFORMATION OR ADVICE. THIS LIMITED WARRANTY WILL BE THE END USER’S SOLE AND EXCLUSIVE REMEDY AGAINST WHITMORE.

This Limited Warranty does not cover damages to persons or property resulting from the use of corrosive material (i.e., acetone, MEK and petroleum-based products), excessive chlorine or chloramines in the treatment of public water supplies, or by chemical cleaners such as calcium hypochlorite and/or ammonia. Furthermore, Whitmore will not be liable for damages to persons or property if (a) the End User was capable of preventing the damage or further damage, but did not do so; or (b) Whitmore was not provided reasonable access to the product to physically inspect it, perform testing and/or obtain samples after the End User made a claim for damages.

The terms set forth in this Limited Warranty are the End User’s exclusive remedy for breach of this Limited Warranty. Whitmore does not warrant any products or services not provided by Whitmore, or any third-party products or services that incorporate the products. This Limited Warranty does not cover replacement labor and Whitmore’s sole liability under this Limited Warranty is limited to replacement of the defective product or a refund of the purchase price.

WHITMORE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, REMOTE, SPECULATIVE, ENHANCED OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WHITMORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL WHITMORE’S AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE AMOUNTS PAID BY END USER FOR THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental and consequential damages or limitations on implied warranties, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. It is Whitmore’s intent that the terms and conditions of this Limited Warranty be applied to the maximum extent not otherwise prohibited by any applicable laws.

5. ARBITRATION

This arbitration clause affects your rights against Whitmore. Please review this clause carefully.	
<p><u>Requirement:</u> Except as stated below, any dispute between you and Whitmore will be decided by neutral, binding arbitration rather than in court or by jury trial. The term “dispute” will be given the broadest possible meaning allowable by law, and includes any dispute, claim, or controversy arising from or relating to your purchase of the product, any warranty upon the product, or the product’s condition. It also includes determination of the scope or applicability of this arbitration clause. This arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.</p> <p><u>Discovery and Other Rights:</u> Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and Whitmore. Other rights that you or Whitmore would have in court may not be available in arbitration.</p>	<p><u>Waiver:</u> Arbitration is handled on an individual basis. If a dispute is arbitrated, each party expressly waives (a) any right to participate as a class representative or class member on any class claim you may have against us or we against you, or as a private attorney general or in any other representative capacity; and (b) any right to class arbitration or any consolidation of individual arbitrations.</p> <p><u>Costs:</u> Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Whitmore will pay your share of the fees charged by the arbitration organization and arbitrators beyond the first \$200. Where permissible by law, you may be required to reimburse Whitmore for the fees of the arbitration organization and arbitrators in whole or in part by decision of the arbitrators at the discretion of the arbitrators.</p>

6. MISCELLANEOUS

This Limited Warranty is solely for the benefit of the End User and will not extend or be construed to be extended to any other person and/or entity whatsoever.

Any End User or third-party actions brought for any reason hereunder will be commenced in Dallas, TX and no other jurisdiction, and such action will be governed by and construed in accordance with the laws of the State of Texas. Any notice herein must be sent by certified or registered mail to Whitmore at the address set forth in Section 2.

7. SPECIFIC PRODUCTS

Depending on the product, certain additional terms and conditions may apply as set forth in the table below. If there is a conflict between any provisions of this Limited Warranty and any provision in the table below, the provisions of the latter will take precedence and govern the warranties for the particular product.

Product:	Warranty Period & Additional Terms and Conditions:
CONSUMABLES <i>(Lubricants, Air Sentry® and OilSafe® plastic parts/accessories)</i>	Warranty at Delivery The product will be of good quality and workmanship and conform to the product's specifications as specified in the product documentation at the date of delivery.
DURABLES <i>(OilSafe® bulk storage systems, lubrication work centers, advanced bulk systems, filtration units, drums, workstations, tote dispensing racks, waste oil skids, bulk fluid transfer skids, advanced fluid handling carts, rail applicators and rail bars)</i>	1-Year Warranty Period The duration of the Limited Warranty is 12 months from the date of purchase. Replacement of a product does not re-start the warranty period; however, the warranty period will be tolled upon Whitmore's receipt of a Defect Notice.
EZY-PAK EXTREME	5-Year Warranty Period The product will be of good quality and workmanship and conform to the product's performance specifications for a period of 5 years from the date of installation. Emissions Warranty When properly installed by trained and certified installers and maintained in accordance with the following conditions of warranty, the product will not leak in greater than 100 PPM above background, as detected in accordance with EPA Method 21, for a period of 5 years from the date of installation: (a) valve repair must be completed in accordance with 40CFR61.242-7 using only the product; (b) the product must be installed by a certified installer who has been trained on proper valve service, maintenance and injection procedures for valve packing products; (c) service conditions must not exceed 1500 PSIG (100 Barg) and/or 750F (400C); (d) upon installation of the product, the valve must be tagged with the following information: <ul style="list-style-type: none"> • installation date of the product; • valve ID#; and • authorized installer name and company; (e) following installation of the product, a completed warranty form must be sent to Whitmore identifying all valves that have been injected with the product, which form must be signed and dated by the End User and the distributor/service company that installed the product; (f) the product must not be installed on modulating control valves or valves with lantern rings; (g) valves in which the product is installed must meet the following API governing specifications: i.e. API 600, API 603, API 623, API 602 (Valves manufactured according to API 608 (Ball Valves) and API 609 (Butterfly Valves) are not all suitable for the use of injection repair); and (h) new valves in which the product is installed must follow required MRO/OEM dimensions according to the manufacturer's requirements, and modified or repaired valves in which the product is installed must follow required dimensions and other requirements of API RP 621. If the End User fails to comply with any of the above conditions, the Emissions Warranty will be voided.