



## STATEMENT OF LIMITED WARRANTY FOR CONSUMABLES

*(Whitmore Lubricants, Air Sentry and OilSafe Plastic Parts/Accessories)*

The Whitmore Manufacturing Company ("Whitmore") warrants the following:

### 1. LIMITED WARRANTY

The Product subject to this sale will be of good quality and workmanship and conform to the Product's specifications at date of delivery. If the Product(s) fail to meet specifications or prove defective by reason of faulty design, workmanship or materials, then Whitmore will adjust, repair or replace (in Whitmore's discretion) the Product(s) without charge to the purchaser.

If the purchaser 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 promptly notify Whitmore (within 60 days of determination) at 972-771-1000 or orders@whitmore.com (a "Defect Notice"). Whitmore will then inspect the Product and determine, in its reasonable judgment, whether an adjustment or repair to, or a replacement of, the Product is warranted, and if so, promptly make the correction and provide necessary costs of materials and labor to make the correction. Whitmore may elect to repair the Product on site or have the Product returned to Whitmore's premises. If the Product is returned to Whitmore, the risk of loss relating to the Product will at all times remain with the purchaser, and shipping costs shall be borne by Whitmore where the Product defect is covered by this limited warranty.

The foregoing limited warranty will be voided in the following conditions, without limitation:

- (i) The Product has not been used (with proper documentation) solely for its proper purpose and in accordance with the operating and maintenance instructions;
- (ii) The Product defect has been caused by fire, accident, misuse, neglect, incorrect application or installation by the purchaser or its customers, agents or representatives, unauthorized alteration, repair or maintenance or the use of sub-standard consumables, ordinary wear and tear excepted;
- (iii) The Product defect has arisen from any design, specification, component or material supplied by or on behalf of the purchaser or any third party; or
- (iv) The Product or any part of the Product has been replaced with another product not supplied or approved by Whitmore.

### 2. LIMITATION OF LIABILITY AND DISCLAIMER

The terms set forth in Section 1 are purchaser's exclusive remedy for breach of warranty relating to the Product. Whitmore does not warrant any products or services not provided by Whitmore, or any products or services provided by a third party that incorporate the Products. **Whitmore shall not under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether direct or indirect.**

**EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, WHITMORE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**



## STATEMENT OF LIMITED WARRANTY FOR DURABLES

*(OilSafe Bulk Storage Systems, Lubrication Work Centers, Advanced Bulk Systems, Filtration Units, Drums Work Stations, Tote Dispensing Racks, Waste Oil Skids, Bulk Fluid Transfer Skids, Advanced Fluid Handling Carts, Whitmore Rail Applicators & Rail Bars)*

The Whitmore Manufacturing Company (“Whitmore”) warrants the following:

### 1. LIMITED WARRANTY

The Product subject to this sale will be of good quality and workmanship and conform to the Product’s performance specifications. If during the Term (defined below), the Product(s) fail to perform to specifications or prove defective by reason of faulty design, workmanship or materials, then Whitmore will adjust, repair or replace (in Whitmore’s discretion) the Product(s) without charge to the purchaser.

If, during the Term, the purchaser 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 promptly notify Whitmore (within 60 days of determination) at 972-771-1000 or orders@whitmores.com (a “Defect Notice”). Whitmore will then inspect the Product and determine, in its reasonable judgment, whether an adjustment or repair to, or a replacement of, the Product is warranted, and if so, promptly make the correction and provide necessary costs of materials and labor to make the correction. Whitmore may elect repair the Product on site or have the Product returned to Whitmore’s premises. If the Product is returned to Whitmore, the risk of loss relating to the Product will at all times remain with the purchaser, and shipping costs shall be borne by Whitmore where the Product defect is covered by this limited warranty.

The foregoing limited warranty will be voided in the following conditions:

- (i) The Product has not been used (with proper documentation) solely for its proper purpose and in accordance with the operating and maintenance instructions;
- (ii) The installation of the Product has not been performed in accordance with Whitmore’s instructions;
- (iii) The Product defect has been caused by fire, accident, misuse, neglect, incorrect application or installation by the purchaser or its customers, agents or representatives, unauthorized alteration, repair or maintenance or the use of sub-standard consumables, ordinary wear and tear excepted;
- (iv) The Product defect has not arisen from any design, specification, component or material supplied by or on behalf of the purchaser or any third party; or
- (v) The Product or any part of the Product has been replaced with a part not supplied or approved by Whitmore.

### 2. LIMITED WARRANTY TERM

The duration of this limited warranty is twelve (12) months from the date of Product sale (the “Term”). The Term will be tolled upon Whitmore’s receipt of a Defect Notice.

### 3. LIMITATION OF LIABILITY AND DISCLAIMER

The terms set forth in Section 1 are purchaser’s exclusive remedy for breach of warranty relating to the Product. Whitmore does not warrant any products or services not provided by Whitmore, or any products or services provided by a third party that incorporate the Products. **Whitmore shall not under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether direct or indirect.**

**EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, WHITMORE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**