

## **TRIC CUSTOMER PRODUCT WARRANTY**

1. **Product Warranty:** TRIC warrants every TRIC™ branded product (“Product”) to be free from defects in material and workmanship for two (2) years from the date of Product delivery from TRIC to customer (“Warranty Period”).
  - 1.1. **Exclusion:** This Warranty shall not apply and shall be expressly voided respecting any Product which TRIC determines to have been (1) subject to misuse, neglect, accident, or damage sustained by catastrophe or causes external to the Product; or (2) maintained, repaired, relocated, or reconfigured other than by TRIC or its authorized service technician or has been modified or adapted in any manner. A ruptured pressure blow-off cap on the TRIC Puller shall automatically void this Warranty.
  - 1.2. **Pumps:** Any and all claims regarding pumps sold by TRIC shall be referred exclusively to the manufacturer or its authorized service agent. Refer to Manufacturer warranty.
2. **Customer Warranty:** The warranty is personal to and inures only to customers who purchase Product(s) directly from TRIC and whose accounts are fully paid or have been continuously maintained in good standing (“Customer(s)”).
3. **Claim Procedure:** Customer shall submit to TRIC a written and dated Warranty Claim specifying in reasonable detail (1) the Product malfunction, and (2) the Product use at the time of malfunction. Customer shall return the claimed defective Product, freight prepaid, to TRIC for inspection and Warranty service, if applicable. No Product shall be returned to TRIC without TRIC’s prior written returned merchandise authorization (“RMA”). Customer’s failure to follow this claim procedure shall relieve TRIC of its obligations under this warranty.
4. **Remedy:** With respect to each and every TRIC Product covered under Warranty, TRIC’s sole obligation to remedy a defective Product shall be repair or replacement thereof, at TRIC’s sole discretion, and freight prepaid return shipment to Customer (“Remedy”). THE REMEDY UNDER THIS WARRANTY IS CUSTOMER’S SOLE AND EXCLUSIVE LEGAL REMEDY, AND TRIC SHALL HAVE NO LIABILITY EXTENDING BEYOND THE EXPRESS TERMS OF THIS WARRANTY, INCLUDING LIABILITY FOR ACTUAL, CONSEQUENTIAL AND ANY OTHER DAMAGES CLAIMED BY CUSTOMER.
5. **DISCLAIMER:** TRIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE PRODUCT SPECIFICATIONS. TRIC MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE PRODUCTS OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE.
6. **Limitation of Liability:** TRIC is not liable for failure to fulfill its obligations under this Warranty due to causes beyond its control. TRIC’s total liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, is limited to actual damages not exceeding the purchase price paid by Customer for the claimed defective Product(s).
7. **Acceptance of Warranty:** Customer’s use of any TRIC Product shall constitute Customer’s acceptance of the terms and conditions of this Warranty respecting such Product.

- R1. Prototype Product(s): This Warranty Rider applies to any of the following situations (“Prototype Product(s)”);
- The purchase or use by Customer of any TRIC Product prototype(s), as so designated on the relevant TRIC invoice(s);
  - The use by Customer of any TRIC Product in a manner or fashion for which such Product was not intended;
  - The adaptation by Customer of any TRIC Product for use with any other non- TRIC product or equipment.
- R2. Prototype Products Supplied “As Is:” TRIC Prototype Products are supplied to Customer “As Is,” in new, used or refurbished condition.
- R3. Warranty Waiver: The TRIC standard Warranty coverage shall NOT apply and shall be expressly waived with respect to any and all Prototype Products; provided, however, that all disclaimers and limitations of liability and exclusive remedies set forth therein shall apply.
- R4. Non-Disclosure: Customer has read, signed, and agrees to be bound by the terms and conditions of the TRIC Non-Disclosure Agreement. Customer further acknowledges that all discussions and developments between TRIC and Customer respecting the design or use of the Prototype Product(s) is Confidential Information and is proprietary to TRIC.

I have read the foregoing, hereby acknowledge that I am taking delivery of TRIC Prototype Product(s), and agree to the terms and conditions of the TRIC Warranty and Rider.

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*Signed*

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*Dated*