

TOTAL MAINTENANCE SOLUTIONS, LLC

LIMITED WARRANTY

Total Maintenance Solutions, LLC (“TMS”) offers the following limited warranties to the original purchaser (a “Customer”) of new TMS Vacuum Pumps or Booster Equipment (“New Equipment”) and used Vacuum Pumps and Booster Equipment reconditioned by TMS (“Reconditioned Equipment”):

1. **New Equipment Limited Warranty.** Except for the Exclusions (as described below), New Equipment is warranted to be free from defects in material and/or workmanship during the Warranty Period, all in accordance with the Terms and Conditions of the Limited Warranty.
2. **Reconditioned Equipment Limited Warranty.** Except for the Exclusions (as described below), Reconditioned Equipment provided by TMS is warranted to be free of defects in workmanship and materials provided by TMS during the Warranty Period, all in accordance with the Terms and Conditions of the Limited Warranty.
3. **Terms and Conditions of each Limited Warranty.** The following Terms and Conditions apply to each Limited Warranty hereby provided:

(a) **Warranty Period.** The “Warranty Period” shall be the period of 24 months from the date of invoice by TMS or an authorized TMS Distributor, to the Customer for the New Equipment or the Reconditioned Equipment. And, for the New and Reconditioned Equipment that the Customer maintains with consumables such as filters, parts and oil sourced from TMS or an authorized TMS Distributor, for the entire duration of “Warranty Period,” said period shall be extended to 30 months.

(b) **Timely Notice.** In order to obtain a Limited Warranty, a claim under the warranty must be submitted to TMS in writing within thirty (30) days from the date of failure. Information about the warranty claim requested by TMS shall be provided in a timely manner.

(c) **Remedy--Option to Repair or Replace.** TMS shall have the option to repair or replace the part or component acknowledged by TMS to be defective. Any such repair or replacement shall occur within a reasonable period of time. A customer’s primary remedy for breach of warranty is the repair or replacement of the defective component or part. If TMS is unable to provide a replacement component or part, Customer’s alternate remedy shall be, at the option of TMS, the replacement of the particular product or refund of Customer’s purchase price. These remedies are a Customer’s sole and exclusive remedies for breach of warranty.

(d) **Return of Defective Part.** If requested by TMS, the alleged defective part or component shall be shipped to TMS at its manufacturing facility, with freight PRE-PAID by the claimant, to allow TMS to inspect the part.

Claims that fail to comply with any of the above terms and conditions shall be denied.

4. **No Modifications of Limited Warranty.** Unless approved in writing by the General Manager of TMS, no salesperson or other representative of TMS or any other person, firm or corporation is authorized to modify the Limited Warranty provided herein or make any other representation, guarantee or warranty

on behalf of TMS.

5. Exclusions. The following shall constitute “exclusions” not covered by any limited warranty:

(a) Any vacuum pump or booster that is damaged as a result of improper installation by a person or firm other than TMS. Installation must follow TMS/manufacture specifications.

(b) Any vacuum pump or booster that is damaged as a result of a failure to service the pump or booster in accordance with the service instructions and recommendations of TMS and/or the manufacturer.

(c) Any vacuum pump or booster that is damaged as a result of: (i) misuse or abuse; (ii) accident; (iii) improper electrical supply and/or wiring; or (iv) an electrical surge.

(d) Any vacuum pump or booster that is damaged as a result of excessive foreign material (e.g. dirt, dust, metal, plastic, water, other fluids, etc.) infiltrating the pump or booster.

(e) Any vacuum pump or booster that is modified or altered by any party, regardless of whether TMS has knowledge or is aware of such modification or alteration.

(f) Any reconditioned vacuum pump or booster that fails or is damaged as the result of the failure of a part not provided by TMS that was not visibly damaged at the time of reconditioning.

(g) Any vacuum pump or booster that is damaged or fails as the result of the failure of a part or component (e.g. motors, electrical components) supplied by a third party manufacturer, in which event the warranty, if any, of the third-party manufacturer shall apply.

(h) Any vacuum pump or booster that is damaged or fails as the result of use for a purpose other than as intended or for which the pump or booster was designed (i.e. a pump or booster too small for the actual work load).

(i) Any normal wear parts, including but not limited to coupling discs, vanes, oil and air filters elements, etc.

6. Disclaimers and Limitations.

(a) **EACH LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY OF: (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) COURSE OF DEALING OR USAGE OF TRADE AND (iv) NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

(b) **NO OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY TMS.**

(c) **TMS shall have no responsibility for any particular application or use made of the**

TMS New or Reconditioned Equipment.

(d) In no event shall TMS be liable for any loss or claim other than the repair or replacement of the defective part or component, or, at the option of TMS, the replacement of the particular product or the refund of the purchase price.

(e) It no event shall TMS be liable for any direct, indirect, general, special, consequential, punitive, incidental or other damages, or for Customer's or any third party's attorneys' fees, resulting from or arising out of, or alleged to arise out of, the purchase or use of the TMS new or reconditioned equipment.

(f) In no event shall TMS be liable under any theory of liability for damages in excess of Customer's purchase price.

(g) TMS specifically does not warrant parts and components purchased by TMS from third party suppliers, including, but not limited to, such parts and components as motors, bearings and electrical components. Customer shall be limited in recourse for such parts and components to the terms of the warranty, if any, of that particular manufacturer.

(h) This limitation of liability applies irrespective of whether the claim is based on breach of contract, breach of warranty, negligence or other cause and whether the alleged defect is discoverable or latent.

(i) By accepting the new equipment and/or reconditioned equipment, Customer accepts the terms, conditions and limitations of the above limited warranty and waives any and all other or additional claims against TMS.

7. **Time For And Place Of Bringing Suit.** A Customer shall bring any action relating to any alleged breach of the Limited Warranty provided by TMS with respect to any New or Reconditioned Equipment sold by TMS **not later than two (2) years after the date of shipment by TMS.** Buyer agrees that any action brought after such date shall be barred as being untimely. Any action relating to the goods sold by TMS pursuant to this Sales Order or Invoice shall be brought in the Iowa District Court in and for Scott County, Iowa.

8. **Applicable Law.** The Limited Warranty provided herein, including matters of construction, validity and performance, shall be governed by the laws of the State of Iowa, without regard to any Iowa choice of law or other conflict-of-laws rules.