



## **WARRANTY ON PRODUCT**

Wheeler warrants its product to be free from defects in material and workmanship under normal use and service. Wheeler's obligation under this warranty is limited to replacing or repairing the products, at Wheeler's option, for a period of one year from the date of installation, so long as installation is no longer than six months after shipment by Wheeler to buyer. If Wheeler's product is not installed within six months of the date of shipment, Wheeler's warranty shall only extend from one year of the date of shipment. This warranty does not extend to future performance of the goods, but extends only to the condition of the goods on the date of delivery. Failures or defects caused by improper application, service conditions, installation, hook-up damage, and/or lack of or improper maintenance, are not included in the warranty. Any defective product shall be returned F.O.B. Wheeler's factory in Sioux Falls, South Dakota.

Wheeler's warranty does not apply to the cost of labor either during the terms of the warranty described above or thereafter. Nothing in the warranty set out herein above is to be interpreted as extending Wheeler's liability beyond replacement or parts and material. No liability shall be incurred by Wheeler for injury to persons or property, economic loss by reason thereof or any other expense or cost related thereto. Buyer agrees that it has not relied on statements or representation outside this contract by Wheeler, its agents, representatives or employees.

**THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANT ABILITY, AND THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE NOT LIMITED TO, ALL CONSEQUENTIAL DAMAGES, ALL LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE, OR PERFORMANCE OF WHEELER'S PRODUCT, AND DAMAGES FROM ANY OTHER CAUSE EXCEPT AS SPECIFICALLY CONTAINED IN THIS WARRANTY CLAUSE.**

## **WARRANTY ON EPOXY LINING**

Wheeler offers an extended warranty on the epoxy lining in Wheeler's products. Wheeler offers the same warranty as described above, subject to the same terms, conditions, and limitations except that the warranty shall be for a period of one year from the date of shipment or installation as specified above. This warranty does not cover any installation costs or labor for the original purchase or for its replacement.

## **WARRANTY ON CEMENT LINING**

Wheeler offers an extended warranty on the cement lining in Wheeler's products. Wheeler offers the same warranty as described above, subject to the same terms, conditions, and limitations except that the warranty shall be for a period of five years from the date of shipment or installation as specified above.