

Husky Pump Jack, LLC

Express Limited Warranty

I. TERMS OF EXPRESS LIMITED WARRANTY

Husky warrants that it will repair or replace, at its election and expense, any part of a unit or product (hereinafter referred to as "Products") manufactured by Husky, which proves to have had a defect in material or workmanship. All warranty work must be pre-approved by Husky.

II. TERM LIMITATIONS OF EXPRESS LIMITED WARRANTY

This coverage shall commence upon initial Product start-up date and shall expire upon the earlier of (1) One (1) year after the initial Product start-up date; or (2) Fifteen (15) months after the original shipment date of the covered Products by Husky.

III. HUSKY'S RESPONSIBILITIES UNDER THE EXPRESS LIMITED WARRANTY

A. The repair or replacement, at Husky's selection, of covered defective parts and all reasonable labor required regarding a warranted failure during the express limited warranty and term. All such labor shall be provided by Husky's authorized contractor or distributor. Only straight time labor rates will be reimbursed based on a reasonable prevailing rate, not to exceed the published flat rate, for the geographic area in which the repairs are performed. Additional labor charges for overtime or holidays will not be allowed.

B. Replacement of lubricating oil, coolant, filter elements, or other normal maintenance items that are contaminated and/or damaged as a direct result of a warranted failure.

IV. OWNER'S RESPONSIBILITIES UNDER THE EXPRESS LIMITED WARRANTY

A. The operation and maintenance of the Product within the guidelines established by Husky.

B. Making the Product available to Husky or authorized contractors or distributors for any warranty repair, during normal business hours.

C. All additional costs incurred for premium or overtime labor, should owner request that repairs be made on a premium overtime schedule.

D. All costs incurred as the result of removal or reinstallation of the Product as may be required to affect any warranted repair.

E. All administrative costs and expenses resulting from a warranted failure.

F. Any costs of transportation, towing, repair facilities or associated costs.

G. Loss of revenue and loss of/or damage to real and/or personal property.

V. LIMITATION OF HUSKY'S OBLIGATIONS

The obligations of Husky under this express limited warranty shall be waived and voided, and Husky shall not, thereafter, be responsible for:

A. Any failure resulting from owner or operator abuse or neglect, including but not limited to, any operation, installation, application, or maintenance practice not in accordance with guidelines or specifications established by Husky; or

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- B. Any failure resulting from unauthorized modifications or repairs of the Products or;
- C. Any failure resulting from overload, overspeed, overheat, accident, improper storage; or
- D. Failure of owner, contractor or distributor to promptly provide notice of a claimed defect. All warranty claims must be authorized, documented, and submitted within 30 days of failure date while under the warranty period.
- E. Failure of Products for which Husky did not receive properly completed start-up reports; or
- F. Repairs of a covered failure performed with non-genuine Husky parts; or
- G. Repairs of a covered failure performed by non-authorized contractors or distributors; or
- H. Failure to make Products available to Husky or its authorized representatives.

VI. APPLICABILITY AND EXPIRATION

The warranties set out above are extended to all owners in the original chain of distribution. The warranties and obligations of Husky shall expire and be of no further effect upon the dates of expiration of the applicable warranty periods. The foregoing sets forth Husky's only obligations and owners' exclusive remedy for breach of warranty, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories, and the foregoing is expressly in lieu of other warranties whatsoever expressed, implied, and statutory, including without limitation, the implied warranties of merchantability and fitness.

SPECIAL NOTES

- A. Notwithstanding the preceding, in no event shall Husky be liable for any direct, special, incidental or consequential damages (whether denominated in contract, tort, strict liability, negligence or other theories) arising out of this Agreement or the use of any Products provided under this Agreement. Any action arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability), or other theories must be commenced within ninety (90) days after the cause of action accrues or it shall be barred.
- B. With respect to products not manufactured by Husky, Husky makes no representations or warranties of whatsoever nature, directly or indirectly, expressed or implied including but not limited to any representations or warranties with respect to suitability, durability, fitness for a particular purpose or merchantability, except to the extent that Husky can enforce warranties provided by the manufacturers of such parts.
- C. All prices, sales conditions, and discounts in catalog and/or on discount schedule are subject to change without notice. Any use of, or reference to, any original manufacturer's name, brand, or part number in Husky catalog does not warrant nor imply that any Husky parts or products are manufactured or

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guaranteed by anyone other than Husky. Warranty covering any defective or failing material covers only the material in question and specifically does not include any labor necessary to replace same.

D. Because parts and major assemblies, with the exception of gear boxes, are not serial numbered, Husky depends upon its Distributors to carefully screen all claims relating to such items and to be certain, before filing claims, that the material claimed defective was opened only within qualifying time limitations.

E. If a replacement part or assembly is found to be defective in manufacture of material prior to or at the time of installation, Husky may, depending upon circumstances involved, elect to have the Distributor repair the part, rather than replace it in its entirety. In such cases, Husky may elect to make an exception to its warranty policy which declines responsibility for payment of warranty labor on parts. The prime consideration will be whether repair of or replacing the part is more economical. Husky Customer Service should be consulted for a determination prior to the accomplishment of any major repairs.

F. Husky shall not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the goods or for any failure to perform which is due to circumstances beyond its control. Husky's maximum liability for damages, including, without limitation, contract damages and damages for injuries to persons or property, with respect to the goods or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the goods. In no event shall Husky be liable to purchaser for any incidental, consequential or special damages. The statute of limitations applicable to all claims arising under this agreement or otherwise shall be ninety (90) days from the date the claim accrues.

Effective 1/1/07 and supersedes all previously issued warranty.