

RUBBER & GASKET COMPANY OF AMERICA, INC.  
LIMITED WARRANTY TERMS

General.

Rubber & Gasket Company of America, Inc. (“Company”) warrants to each purchaser (referred to as “Customer”) of products and services (collectively, “Product(s)”) sold and/or provided by the Company that such Products shall be free of defects in workmanship and materials. This Limited Warranty expires 12-months following the original invoice date. With respect to any valid warranty claim, timely submitted, the Company shall have the option of either repairing or replacing the defective Product.

The terms of this Limited Warranty are subject to modification in the discretion of the Company. The current version may be accessed at [www.rgausa.com](http://www.rgausa.com).

Exclusions and Limitations.

The Limited Warranty granted herein shall not apply to failures or defects caused by or resulting from any of the following:

- (1) normal wear and tear of components or parts;
- (2) any actions of the Customer or any other third party including, without limitation, negligence or accidents, mishandling, improper use, improper maintenance or repair, or unauthorized modification;
- (3) any Product or related material that has been subject to neglect, failure to observe applicable safety or maintenance requirements, abnormal use, or any damage resulting from fire, flood, earthquake, or other acts of nature.

In no event shall Company be liable for special, indirect, consequential or incidental damages of any kind including, but not limited to, loss of use, loss of profits, or any other loss or injury. The liability of Company for loss, personal injury or property damage as a result of any defective Product, including, but not limited to, claims in tort or strict liability, shall in no event exceed the purchase price actually paid for the Product(s) (or part thereof which gives rise to the claim).

The Limited Warranty granted herein shall apply only to the original Customer. The Limited Warranty granted herein shall terminate upon the sale or transfer to a third party the property upon which Product was applied.

Warranty Claims.

All claims under this Limited Warranty must be submitted and will be handled in strict accordance with the terms and conditions set forth herein. If the Company determines that a reported defect is not eligible for coverage under the Limited Warranty, the Company will notify Customer accordingly and will explain the reason why such coverage is not available.

In the event of a defect in any Product discovered by the Customer, the warranty claim must be submitted in writing to the Company at the address shown below within thirty (30) days of the first sign of Product defect. The following information shall be included in any warranty claim:

- (a) Copy of original purchase order or invoice
- (b) Description of defect
- (c) Date defect was detected by Customer

Where the Company decides to repair the Product, warranty coverage includes labor and material costs necessarily incurred to correct the Product defect; and where the Company decides to replace the Product, warranty coverage includes the cost of the replacement of the Product. The Company shall pay shipping costs in respect to the foregoing. No other costs or expenses are covered by this Limited Warranty.

Disclaimer.

**THE LIMITED WARRANTY PROVIDED HEREUNDER IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE PRODUCTS HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Governing Law; Venue; Attorney Fees.

The principal office of Company is located at 3905 E. Progress Street, North Little Rock, Arkansas 72114. This Limited Warranty shall be governed by and interpreted in accordance with the internal laws of the State of Arkansas and the exclusive venue and jurisdiction for any litigation arising under this Limited Warranty shall be the state or federal courts located in Pulaski County, Arkansas. In the event of litigation arising out of this Limited Warranty, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing party.