

## **PMP WARRANTY POLICY AND LIABILITY LIMITATION**

We warrant each product we sell to be free from defects in material and workmanship for the period of time as indicated below, to the distributor that purchases the product and its service station customer that acquires the product from such distributor. Each one year product warranty ends one year after the date of shipment from the distributor's stock, or if earlier, the expiration of two years from the date of our invoice to the distributor for the specific product. Each 6 month product warranty ends 6 months after the date of shipment from the distributor's stock, or if earlier, the expiration of one year from the date of our invoice to the distributor for the specific product. Our warranty of a product shall not apply and shall be voided with respect to any product that: (i) has not been used or operated in accordance with our instructions; that (ii) has been subject to accidental or intentional damage, misuse, negligent use, abuse or improper installation; (iii) has not been maintained in accordance with our instructions and industry practices; (iv) has been altered, repaired or modified by persons other than our authorized agents or employees; or (v) has been damaged during shipping without fault by us.

### **PMP MANUFACTURED AND REMANUFACTURED ITEMS**

| <u>Items</u>                    | <u>Warranty Period</u> |
|---------------------------------|------------------------|
| Cash Drawers                    | 1 Year                 |
| Circuit Boards                  | 1 Year                 |
| Computers/Non-Computers         | 1 Year                 |
| Counters                        | 1 Year                 |
| Displays and Touchscreens       | 1 Year                 |
| Electric Resets                 | 1 Year                 |
| Leak Detection Equipment        | 1 Year                 |
| Meters                          | 1 Year                 |
| Power Supplies                  | 1 Year                 |
| Printers                        | 6 months               |
| Pulsers                         | 1 Year                 |
| Pumping Units & Air Eliminators | 1 Year                 |
| Ticket Printers (mechanical)    | 1 Year                 |
| Totalizers                      | 1 Year                 |
| Valves                          | 1 Year                 |
| Vapor Recovery Pumps and Motors | 1 Year                 |
| Visible Registers               | 1 Year                 |

All claims for nonconforming or defective products must be made in writing within the applicable warranty period.

Within the applicable warranty period, we shall, at our sole discretion, repair or replace a warranted product which, after obtaining written authorization from us to do so, is returned to us at the sender's expense, and which upon examination by us, is found, in our sole discretion, to be defective and covered by this warranty.

We will promptly replace or repair any product damaged or lost in shipment if we, in our sole discretion, conclude on the basis of our own investigation that this occurred due to our error, or if we are found liable for such damage or loss.

Our sole responsibility with respect to any warranty claim, including for nonconforming or defective products, or for any damage or loss to products during shipping, if we are liable therefor under the foregoing paragraph, shall be to repair or replace any such product or component thereof, with the choice of repair or replacement being at our option, and, in the case of product damaged during shipment, reimbursement of the reasonable expense of an authorized return.

Any claim against us not related to a nonconforming or defective product or damage or loss during shipping must be made by in writing within one year from the time it arises, but, if earlier, no later than one year from the date of the last purchase order from our distributor. Any claim not made within the specified period shall be deemed waived and released.

**OUR MAXIMUM LIABILITY WITH RESPECT TO: (i) ANY WARRANTY OR SHIPPING CLAIM FOR PRODUCT OFFERED BY US THAT IS PURCHASED FROM US, OR OTHERWISE SUPPLIED OR REMANUFACTURED BY US; AND (ii) ANY OTHER CLAIM, (WHETHER OR NOT RELATED TO ANY SUCH PRODUCT, WHETHER BROUGHT BY A DISTRIBUTOR, A CUSTOMER OF ONE OF OUR DISTRIBUTORS OR ANY OTHER THIRD PARTY AND REGARDLESS OF WHETHER THE CLAIM (UNDER EITHER CLAUSE (I) OR (II)) IS BASED UPON: (i) MONETARY DAMAGE; (ii) INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE OR OTHER DAMAGE; (iii) LOST PROFITS; (iv) BUSINESS INTERRUPTION; (v) PERSONAL INJURY, (vi) PROPERTY DAMAGE; OR (vi) EQUITABLE THEORY SHALL IN NO EVENT EXCEED \$5,000 IN THE AGGREGATE. THIS LIMITATION OF LIABILITY AND OF DAMAGES SHALL BE APPLICABLE EVEN IF WE ARE ADVISED OF THE POSSIBILITY THAT DAMAGES OR LIABILITY COULD BE IN EXCESS OF THE TOTAL SUM OF \$5,000. THIS DAMAGE AND LIABILITY LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT, WARRANTY, PRODUCTS LIABILITY, STRICT LIABILITY; OR ANY ON ANY OTHER LEGAL, STATUTORY, REGULATORY, EQUITABLE THEORY OR BASIS GROUNDS.**

**THE PROVISIONS OF THIS WARRANTY POLICY AND LIABILITY LIMITATION CONSTITUTE OUR SOLE LIABILITY AND RESPONSIBILITY, AND SHALL BE THE SOLE REMEDY AVAILABLE TO A DISTRIBUTOR, OR ITS DIRECT OR INDIRECT PURCHASER, ANY USER, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO PRODUCTS SOLD BY US AND TO ANY OTHER CLAIM AGAINST US.**

**ACCEPTANCE AND UTILIZATION OF ANY PRODUCT OF OURS BY ANYONE SHALL CONCLUSIVELY CONSTITUTE SUCH PERSON'S OR ENTITY'S AGREEMENT TO EACH OF THE PROVISIONS OF THIS WARRANTY POLICY AND LIABILITY LIMITATION.**