

**22. DEF-TRAC LIMITED WARRANTY AND DISCLAIMER**

Omega Flex, Inc. (the "Manufacturer") warrants to the original owner at the original installation site that the OmegaFlex® DEF-Trac® products (the "Product") will be free from defects in material or workmanship for one (1) year from the date of shipment from the Manufacturer. If upon examination by the Manufacturer, the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will, at its option, either repair or replace that part of the Product which is shown to be defective or issue a credit for the amount of the defective product that may be applied to future orders of the Product.

**THIS LIMITED WARRANTY DOES NOT APPLY:**

- If the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, or has been altered or modified in any way.
- If the Product has been repaired by anyone who is not a Manufacturer authorized service representative.
- If the Product has not been installed, maintained or operated in accordance with the current version of the DEF-Trac design and installation guide.
- If the Product has been installed with unauthorized third party components, except those components that are recommended for use with DEF-Trac in the DEF-Trac installation guide.
- To any costs or expenses incurred during investigation, removal or reinstallation of the defective Product, including without limitation any costs or expenses for clean-up, downtime, or lost profits.
- To any damage or impairment of the Product caused by any casualty, including without limitation fires, storms, floods, earthquakes, or acts of God.
- To any workmanship of the installer of the Product.

**THIS LIMITED WARRANTY IS CONDITIONAL UPON:**

- Receipt of a written warranty claim during the applicable warranty period.
- Installment of the Product by an individual who has received factory authorized training on the installation and proper use of DEF-Trac.
- All site and warranty registration forms are completed and received by the Manufacturer within 30 days of installation.
- The Manufacturer receives notice of warranty claim within 24 hours of any known or suspected failure of the Product.

Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the original stated warranty period.

**IMPORTANT: LIMITATIONS OF LIABILITY**

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY.

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR (A) ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, AND WHETHER OR NOT THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER OF THE PRODUCT SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.

The products illustrated reflect the design characteristics at time of printing. Please contact the factory for certified prints with exact dimensions when required.

The technical data contained herein is a guide to the user of DEF-Trac products. The data contained herein is based upon tests and information believed to be reliable, but users should not rely upon it absolutely for specific applications. The product is provided and accepted at user's risk and confirmation of its validity and suitability in particular cases should be obtained independently.

The Manufacturer makes no guarantee of results and assumes no obligation or liability in connection with this data. Nothing contained herein constitutes a license to practice under any patent and it should not be construed as an inducement to infringe any patent and the user is advised to take appropriate steps to be sure that any proposed use of the product will not result in patent infringement.

The Manufacturer's goal is one of continuous improvement and development. The Manufacturer reserves the right to change specifications and introduce improved designs without notice.