

**WCR Incorporated**  
221 Crane Street, Dayton, OH 45403  
Phone: 937-223-0703 Fax: 937-223-2818

**General terms of sales equipment  
Unless otherwise specifically provided:**

**WARRANTY**

WCR Incorporated warrants Equipment of its own manufacture to be free from defects in materials and workmanship for a period of twelve (12) months from shipment.

THIS WARRANTY EXTENDS ONLY TO USER, AND IN NO EVENT SHALL WCR INCORPORATED BE LIABLE FOR PROPERTY DAMAGE SUSTAINED BY A PERSON DESIGNATED BY THE LAW OF ANY JURISDICTION AS A THIRD PARTY BENEFICIARY OF THIS WARRANTY OR ANY OTHER WARRANTY HELD TO SURVIVE WCR INCORPORATED'S DISCLAIMER.

Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the Equipment, as if such parts were original components of the Equipment. With respect to equipment, materials, parts and accessories manufactured by others, WCR Incorporated will undertake to obtain for user the full benefits of the manufacturer's warranties, BUT IN NO EVENT SHALL USER OR ANY OTHER PERSON HAVE REMEDY AGAINST WCR INCORPORATED FOR BREACH OF A MANUFACTURER'S WARRANTY. A defect in a part shall not condemn the whole machine. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**EXCLUSIVE REMEDY**

Upon written notification received by WCR Incorporated within the above stated warranty period of any failure to conform to the above warranty, upon return prepaid to WCR Incorporated of any nonconformity original part or component, and upon inspection by WCR Incorporated to verify said nonconformity, WCR Incorporated shall repair or replace said original part or component without charge to user. WCR Incorporated shall ship the repaired or replaced part or component to User at User's expense. Cost for removal and/or installation of repaired or replaced parts supplied under the above warranty shall be at the user's expense. Correction of nonconformities, in the manner and for the period of time provided, shall constitute fulfillment of all liabilities of WCR Incorporated to user or any other person whether based upon contract, tort (including negligence), strict liability or otherwise.

THE REMEDIES SET FORTH HERIN ARE EXCLUSIVE, WITHOUT REGARD TO WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE EQUIPMENT TO USER.

The essential purpose of this exclusive remedy shall be to provide User with repair or replacement of parts or components that prove to be defective within the period and under the

conditions previously set forth. This exclusive remedy shall not have failed of its essential purpose (as that used in the Uniform Commercial Code) provided WCR Incorporated remains willing to repair or replace defective parts or components within a commercially reasonable time after it obtains actual knowledge of the existence of a particular defect.

**CORROSION EXCLUSION**

The seller specifically excludes corrosion of stainless steel or other metals normally used in the fabrication of the Equipment from its warranty. The seller is not liable for loss or damage due to corrosion from exposure to aggressive liquids or atmospheres. Nor shall Seller be held liable for User's failure to properly clean or care for this Equipment.

**LIMITATION OF LIABILITY**

IN NO EVENT SHALL WCR INCORPORATED BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES NOR SHALL WCR INCORPORATED BE LIABLE FOR ANY LOSS OF PROFIT, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF PRODUCT OR MATERIALS, WITH RESPECT TO THIS PROPOSAL OR ANYTHING DONE IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, SERVICES ETC., WHETHER BASED UPON PROPOSAL, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**OFFER AND CONFIRMATION OF ORDER**

Offers are valid 1 month unless otherwise specified. Final agreement of delivery has not been made until purchase has received our order confirmation in writing.

Specifications in catalog, brochures, and price lists, etc. shall only be considered as guiding. If technical guidance is required it shall be given in accordance with our best ability and knowledge. Irrespective of this the guidance is to be considered as a service for which WCR Incorporated cannot be held liable in damages. WCR Incorporated reserves the right to change the specifications without notice.

**PRICES**

All prices are excl. Sales tax etc., ex works incoterms 1990.

**RETURN OF GOODS**

Goods can only be returned by prior arrangement.

**PAYMENT**

Unless agreed otherwise in writing and if acceptable credit report can be provided our terms of payment are 30 days net. If payment is effected later than the date of maturity, an interest at the rate stated on the Invoice will be charged. WCR Incorporated retains ownership in the goods until the buyer has paid in full. If no acceptable credit report can be provided, payment terms are irrevocable confirmed letter of credit.