

FW MURPHY LIMITED WARRANTY



Murphy supplied products are warranted to be of good quality materials and workmanship. As with any monitoring or control system, the purchase, installation and use of Murphy control instruments and other Murphy systems is NOT AN INSURANCE POLICY. You have purchased dependable instrumentation and with normal care, it will provide long and faithful service, and enhance the preventive maintenance program on your valuable equipment.

LIMITED WARRANTY

Murphy Manufactured Products. Murphy warrants all Murphy manufactured products that it determines to be defective in materials and/or workmanship, under normal use, for a period of **TWO** years, unless otherwise stated.

Non-Murphy Manufactured Products. When Murphy supplies product(s) manufactured by others, the warranty extended to Murphy will be passed through to Murphy's customer.

During the warranty period, at its sole option, Murphy will use reasonable efforts to repair or replace any defective product; provided, however, that the customer has returned the defective product to Murphy, shipping costs prepaid. Any repair or replacement, at Murphy's option, shall be the customer's sole and exclusive remedy. We are not responsible for damage caused by improper installation, neglect or abuse and are limited under warranty to repairing or replacing the item only. We are not liable for equipment on which this product is installed.

WARRANTY DISCLAIMER

MURPHY SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS WARRANTY STATEMENT, INCLUDING, WITHOUT LIMITATION (1) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (2) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (3) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

MURPHYMATIC® Control Systems

If a customer is requesting on-site warranty review or service assistance for a MURPHYMATIC® control system, we will engage the proper resources to evaluate the request and to repair, adjust or replace the MURPHYMATIC® control system, or component(s), in accordance with our Service Philosophy and Limited Warranty.

PRODUCT RETURN

Before returning any product customer believes is defective, customer must provide to Murphy details of the warranty claim situation, a complete description of the product, details from the Model Number label attached to each product, including Model Number, part number, and date code, and obtain from Murphy a Warranty/Return Authorization Number (W&R Number).

Any Claim for shortage or damage to shipment must be accompanied by the Packing Slip within 15 days of receipt or invoice date, whichever is later. Damages in shipment are the responsibility of the carrier and customer must make claim directly with the carrier.

LIMITATION OF LIABILITY

ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. MURPHY'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. MURPHY'S REPAIR, REPLACEMENT, OR PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF THE COMPANY SHALL CEASE WITH THE EXPIRATION OF THE WARRANTY PERIOD MENTIONED ABOVE.

WARRANTY

Important Notice Regarding Product Repairs and Warranty Claims

In order to provide you with the best service possible and to expedite all product repairs and warranty claims, we are changing the processes required to complete the repair or warranty claim. This will require certain actions and information on your part. Partial details follow. For complete details please contact your Murphy Inside Sales Representative.

WR Number:

A Warranty/Repair Return Authorization Number (WR#) will be required prior to all product returns. This number will allow both of us to track the product and to expedite processing of your request. Simply contact our Inside Sales to request this number. They will ask certain questions that will identify your exact request so that we can fully comply. They will also advise you of certain procedural changes or conditions that may apply to your request, as outlined below.

Complaint/Request Details:

Effective January 1, 2005, Warranty claims will require a detailed explanation of the problem or complaint so that we can directly address your concerns. A large percentage of times we are unable to find a problem with the product because we don't know the details of your complaint, and we thus don't know what to look for. We evaluate the product against our specifications, but that may not address your complaint. This explanation will be required for Warranty requests in order to receive the return authorization (WR#). This explanation is also recommended for Repairs but is not required. See below for Repairs.

Evaluation Fee:

Effective January 1, 2005 we will initiate an Evaluation Fee to cover certain costs associated with diagnosing problems, or suspected problems, with certain products. Your Murphy Sales Rep will advise you of this charge, and when it applies, when you request the WR#. For example, if our evaluation does not support a Warranty Claim, the customer will be asked to pay the fee. However, the fee can be applied to the cost of repair or against the purchase of a new unit. Likewise the fee can be applied to the cost associated with a non-warranty repair. If our evaluation supports the Warranty Claim, the fee will be waived. Also see Repairs below

Warranty Claim:

- Contact Murphy to receive WR#
- Provide detailed explanation of the problem and why Warranty is claimed. Immediate replacement prior to our evaluation will require that the customer purchase a new unit. If the warranty claim is validated, a credit will be issued against the new unit purchased. A customer purchase order is required prior to replacement.
- Evaluation fee may apply. If applicable, the fee may be applied to repairing the unit or to the purchase of a new unit.

Repairs (Non-Warranty):

- Contact Murphy to receive WR#
- Some products may no longer be accepted for repair. Some, because of their design cannot be repaired, others are uneconomical to repair. In many cases repair parts are/will be available for the customer to make the repair. Your Murphy Sales rep will advise details when the WR# is requested.
- (Preferred but not required) Provide detailed explanation of the problem.
- An estimated repair charge is available for those products that can be repaired. When an exact cost is required prior to the actual repair, an Evaluation Fee will apply. The fee may be applied toward the final repair cost. A purchase order is required for either the estimated repair charge or the evaluation fee. (Effective date for the Evaluation Fee is January 1, 2005).
- If the actual cost to repair is greater than 65% of the customer's cost to purchase a new product, we will advise. The customer may then proceed with the repair, purchase a new product, scrap the unit or have it returned as is (at customer's expense). If the unit is scrapped or returned, an evaluation fee will apply (effective January 1, 2005).

NOTE: The only repairable product included in this price list is the SHD30 tach/hourmeter. The target repair fee for this product is \$100 Net (no discount).

NOTE: The evaluation fee for 2005 is \$45 Net (no discount).