

## Puradyn Filter Technologies Incorporated PRODUCT LIMITED WARRANTY puraDYN<sup>®</sup> Bypass Oil Filtration System

The **pura**DYN bypass oil filtration system is warranted to be free from defects in material and workmanship for a period of five (5) years from the date of purchase, with the exception of the heating element which is warranted for one (1) year from the date of purchase. All optional, off-the-shelf, third party parts are not warranted. This warranty is only available to the original end-user purchaser and is not assignable or transferable. You MUST return the registration card completely filled out (or register and submit the online registration form at www.puradyn.com) within 30 days of your purchase as a condition precedent to receive coverage and performance under our warranty. Further, your failure to provide proof of purchase, which clearly states the date of purchase, shall void this warranty and the obligations and rights hereunder.

The **pura**DYN, including any defective part therein, must be returned to an authorized sales representative, dealer, distributor, or to Puradyn within the material and workmanship warranty period. The sales representative, dealer, distributor, or Puradyn will then execute the warranty procedures on the owner's behalf. Puradyn's responsibility in respect to warranty claims is limited to providing the required repairs or replacements to the product itself, and no claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any Puradyn products.

For warranty questions or issues, please contact: Puradyn Filter Technologies Incorporated, Attention: Warranty Department, 2017 High Ridge Road, Boynton Beach, FL 33426 USA (T) +1 561 547 9499. If the product is not free from defects in materials and workmanship during the warranty period, Puradyn, at its option and expense will (i) repair the subject product by your return of the product to Puradyn, (ii) replace the subject product by having the replacement sent to your location, or (iii) refund the purchase price for the product as identified in your proof of purchase. In the event that without prior consultation with Puradyn, repair work or any other change to the damage is executed, the right to warranty is invalidated and Puradyn is not bound to pay any compensation for damage. For other claims, including bodily injury based on the deficiency of the **pura**DYN system, the legal stipulations apply (see below).

This warranty does not cover any economic loss, including without limitation, communication expenses, towing mechanic's travel time and/or mileage, meals, lodging, loss of use of the engine or equipment, loss of time, revenue, inconvenience, cargo damage, premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance, or any other cost or expense resulting from a defect covered by this warranty. Repairs or replacements due to an accident, failure to follow operating instructions, misuse, alteration, misapplication, storage damage, negligence, modification exceeding **pura**DYN system specifications, or improper installation are not covered by this warranty. The above-mentioned warranty and Puradyn's liability will never extend beyond (the consequence of) defects in the **pura**DYN systems themselves. Damage caused by other means or by third parties, such as errors during installation or by incorrect mounting of pieces of hoses, is not covered either by this warranty or by product liability.

This Warranty expires if and when:

- a. The **pura**DYN systems are handled without due care or in contradiction with the instructions for use, or if used for purposes other than its appropriate purpose.
- b. Cartridges other than the original **pura**DYN filter elements have been applied.
- c. The defect and/or damage is a result of a natural disaster, act of God, act of terrorism or military action, improper storage, embargoes, accident, misuse, incorrect use or any other outside cause or condition beyond Puradyn's control.

Puradyn reserves the right to change or improve the design of any Puradyn product without assuming any obligation to modify any Puradyn product previously manufactured. The product may contain certain components that have been remanufactured or refurbished following limited prior use.

EXCEPT AS STATED ABOVE, PURADYN SHALL NOT BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY. PURADYN NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR PURADYN ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED. THIS WARRANTY SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, USA. EXCLUSIVE VENUE AND JURISDICTION SHALL BE IN PALM BEACH COUNTY, FLORIDA, USA.