



PERMA-CAL® INDUSTRIES, INC.

FIVE YEAR LIMITED WARRANTY

Perma-Cal Industries, Inc.® (Perma-Cal) warrants to the original retail purchaser of any product manufactured by Perma-Cal and bearing Perma-Cal's nameplate that such product will be free of defects in materials and workmanship for a period of one year after delivery of such product to purchaser (or 18 months from the date of manufacture whichever comes first), and in the case of gauges containing the multiple helix Bourdon tube (excluding those with the part number prefix of '9'), the Bourdon tube, pointer shaft and pointer shaft bearing will not malfunction due to wear for a period of five years after delivery to such purchaser.

Perma-Cal's sole obligation under this warranty shall be to repair or, at its sole option, to replace any such defective product or any defective or worn-out part thereof which is determined by Perma-Cal Industries, Inc.® at its sole discretion to be covered by the foregoing warranty, and to pay for ground transportation costs of shipment back to the buyer. The foregoing obligation of Perma-Cal Industries, Inc.® is conditioned upon the return of such product or part, free of hazardous contamination, postage prepaid, to the following address:

Perma-Cal Industries, Inc.®
1742 Orbit Way
Minden, Nevada 89423

This warranty shall not apply to any such product which Perma-Cal Industries, Inc.® at its sole discretion determines to have been altered or repaired by any person other than an authorized Perma-Cal Industries, Inc.® repair person, or to have been subject to misuse, negligence, accident, damage, improper operation, improper maintenance, improper storage, or has had any nameplates or other identifying markings altered or removed. Perma-Cal Industries, Inc.® shall have no obligation to recalibrate or recertify any such product except where recalibration or recertification is incidental to the repair or replacement of such product or a part thereof pursuant to this warranty.

Perma-Cal Industries, Inc.® products repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the original warranty only.

Any technical advice provided by Perma-Cal Industries, Inc.® before or after delivery in regard to the use or application of its product is furnished on the basis that it represents Perma-Cal Industries, Inc.® best judgement under the circumstances, but it is used at recipient's sole risk.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR DESIGN, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. PERMA-CAL INDUSTRIES, INC.® SHALL NOT, DIRECTLY OR INDIRECTLY, BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DEMANDS, LOSSES (INCLUDING WITHOUT LIMITATION LOSSES OF PROFITS), DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) IN CONNECTION WITH, ARISING OUT OF OR RELATION TO ANY SUCH PRODUCT, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES.