

LIFETIME LIMITED WARRANTY

applies to product purchased after 01/01/2018

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 maintain calibration and be free of defects in materials and workmanship for a period of one (1) year after delivery of such product to purchaser or eighteen (18) months from the date of manufacture, whichever comes first. 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 the life of the gauge.

Perma-Cal's sole obligation under this warranty shall be to repair or replace any defective product or worn-out part thereof which is determined by Perma-Cal 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 is conditioned upon the return of such product or part, free of hazardous contamination, postage prepaid, with accompanying RMA form 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 at its sole discretion determines to have been altered or repaired by any person other than an authorized Perma-Cal repair person, or to have been subject to misuse, negligence, accident, damage, improper installation, improper operation, improper maintenance, improper storage, or has had any nameplates or other identifying markings altered or removed.

Perma-Cal 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 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 before or after delivery regarding the use or application of its product represents Perma-Cal's best judgement under the circumstances. Use of such advice is at the sole risk of the recipient.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS IMPLIED OR STATUTORY INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR DESIGN ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. PERMA-CAL 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.