



## Limited Warranty Statement and Terms of Sale

**QualiTru® Sampling Systems** warrants for a period of one (1) year from the date of delivery that the new products are free from defects in material and workmanship.

QualiTru shall not, under any circumstance, be liable for indirect damages, including but not limited to, operating losses, losses of customers, commercial damages and losses of goodwill or reputation, which may result from the use of QualiTru products. In the event of any claim, damages from the use of QualiTru's products will be limited to a refund of amounts paid to QualiTru over the previous six (6) month period for the allegedly non-conforming products.

Except for the foregoing limited warranty, there is no warranty of merchantability, nor any other warranties, express or implied. There is no warranty if the product is abused or misused by Purchaser or used contrary to QualiTru's Standard Operating Procedures (SOP).

QualiTru's SOPs are guidelines for some typical applications and are not warranted. QualiTru's SOPs do not apply if superseded by governmental regulations or standard methods applications to Purchaser's applications. Purchaser is solely responsible for validating whether QualiTru's products and/ or guideline SOPs are suitable for Purchaser's application.

**REMEDY:** All claims must be made within twelve (12) months of the date of delivery of the product and must be communicated in writing to: QualiTru Sampling Systems, 471 Hayward Avenue North, Oakdale, Minnesota 55128.

By accepting the products, Purchaser agrees that any and all claims shall be brought exclusively in state or federal court for the State of Minnesota, United States of America, for any and all matters arising out of the purchase and/ or use of QualiTru products and procedures.

Upon satisfactory proof of claim, QualiTru within a reasonable period of time, either will make necessary repairs, replacements or changes or, where the foregoing is deemed by QualiTru to be impractical, will refund the purchase price upon return of the product. QualiTru will not be liable for any other Purchaser costs, damages or any expenses that may result from a breach of this contract, including any incidental or consequential damages, costs or expenses.

**This Limited Warranty will be invalidated if the products are used as part of a sampling system containing components which have not been approved by QualiTru.**

**The foregoing remedy is sole and exclusive and states the full extent of liability of QualiTru. No other remedy will be allowed, whether in contract or tort.**



**S-A Sanitary Standards authorized:**  
Sanitary Fittings, Number 63-04  
Authorization No: 838