

Ultra-Track Pans, Composite Model Warranty Information

Warranty Summary

For a period of five years from the date of purchase, if an Ultra-Track Pan, Composite Model proves defective in materials and workmanship during normal use by the purchaser of this product, UltraTech International, Inc. (“UltraTech”) will arrange for its replacement or repair.

To receive repair or replacement, contact the distributor from which the product was originally purchased to initiate the process. All repairs and replacements must go through the distributor from which the product was purchased. If you are unable to determine the distributor you purchased from, please contact UltraTech customer service at 904-292-1611. UltraTech reserves the right to require proof of purchase in conjunction with any such return.

This warranty does not apply to any products which have been subject to any misuse, including but not limited to products used with materials (primarily liquids) that are not recommended by the manufacturer or are incompatible with the product; products which have been altered in any way by the user or used in a manner inconsistent with their intended use; products which have been subjected to severe treatment (excessive weight, exposure to severe weather, dropping, improper use and operation, misuse, etc.) not reasonably associated with “ordinary” usage. It is solely the purchaser’s responsibility to ensure proper chemical compatibility with the product and the chemicals to be contained by the product. The warranty does not apply to “fiber bloom” issues or concerns. Fiber bloom is a phenomenon where UV exposure eventually causes loss of the top layer of resin, exposing glass fibers on the surface. This will not create any performance reduction, but it will change the aesthetic look and not have the same “new” look after a number of years. This warranty does not apply to damage or failure due to improper installation or use.

For the complete details for this warranty and other UltraTech product specific warranties, please go to <http://spillcontainment.com/warranty>.

Complete Warranty for Ultra-Track Pans, Composite Model

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This warranty is limited to the original owner or its direct assignee.

The parties agree that the validity, operation and performance of this warranty and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the state of Florida, and the federal laws of the United States of America applicable therein (without regard to its or their choice or conflicts of laws principles), and the parties do expressly and irrevocably submit to the jurisdiction of courts of the Middle District of Florida with respect to any matter or claim, suit, action or proceeding arising under or related to this warranty.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL ULTRATECH BE

LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL OR WORKMANSHIP.

IN NO EVENT, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE, SHALL ULTRATECH BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO ANY OTHER PROPERTY OR FOR ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON(S) OR ANY SPECIAL DAMAGES OF ANY KIND WHATSOEVER.

NO REPRESENTATIVE, EMPLOYEE OR AGENT OF ULTRATECH, ITS DISTRIBUTOR OR ANY OTHER PERSON HAS AUTHORITY TO ASSUME OR BIND ULTRATECH FOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT BEYOND THAT SET FORTH HEREIN, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE CEO OR PRESIDENT OF ULTRATECH.

When a warranty claim is being made, the party making the claim will need to provide sufficient information regarding the claim that will include, but not be limited to; photographic evidence, written statements regarding the claim, and contact details to allow follow-up. It is important the claimant does not dispose of the product in question until approved to do so by UltraTech in writing, to allow the warranty claim process to be properly followed and for UltraTech to inspect the defective product.

Effective 8-1-19. Subject to change without notice.