



5775 Ten Mile Road
Warren, MI 48091
586-756-9100
800-229-5350
fax: 800-229-5375
www.paragontech.com

U.S. Warranty Policy and Procedures for Paragon Technologies, Inc., Paragon Canada, Paragon Atlantic and Paragon Pacific products used in industrial applications. Paragon Technologies, Inc., Paragon Canada, Paragon Atlantic and Paragon Pacific, hereinafter "Paragon", warrants all products manufactured, remanufactured, or repaired by it to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the specifications for operation as described by the manufacturer for the period of twelve (12) months in service and no more than twenty four (24) months on-shelf.

Limitations on Warranty. This Warranty is expressly in lieu of any other warranties expressed or implied including any warranty of ability merchant or fitness for a particular purpose. Buyer's sole and exclusive remedy under this Warranty shall be limited to the repair, replacement or exchange of warranted products at our option, F.O.B. our factory, or designated service center. If the manufacturer or agent grants any Warranty greater in scope or time period or labor allowance, then that detailed herein, Paragon shall not be liable beyond the herein stated limitations. Equipment and accessories not of our manufacture are warranted to the extent of the warranty of the original manufacturer. Any damage as a result of improper packaging must be reported within ten (10) days of receipt.

No special, incidental, consequential or other damages shall be recoverable. Paragon shall not be liable for consequential damages or contingent liabilities including, but no limited to, loss of life, personal injury, loss of crops, loss due to fire or water damage, loss of business or business income, down time costs and trade or other commercial loss arising of out of the failure of the product. Paragon will in no event be liable for any sum in excess of the price received by it for the product for which liability is claimed or asserted.

No products shall be returned without prior authorization from Paragon. Buyers and their agents shall prepay all transportation charges for the return of such products to Paragon's factory or designated service center. There will be no acceptance of any charges for labor and/or parts incidental to the removal and remounting of product repaired or replaced under this Warranty.

The above Warranty does not cover conditions over which Paragon has no control, including, without limitation, contamination, pressures in excess of recommended maximum, products damaged or subject to accident, abuse or misuse after shipment from our factory, products altered or repaired by anyone other than Paragon personnel, authorized Paragon factory personnel or persons so designated in writing by Paragon prior to commencement of said work.

The following are types of failures which are not attributable to defects in materials and/or workmanship and which are not considered by Paragon as part of the Warranty extended hereunder. This listing is by way of example and not intended to be exhaustive.

- 1.) Damage due to deterioration during periods of storage by the purchaser prior to installation and operation.
- 2.) Damage of any kind from erosive or corrosive action of any gasses or liquids handled by the machinery.
- 3.) Lack of or incorrect type of hydraulic fluid.
- 4.) Contamination of the hydraulic fluid.
- 5.) Damages attributable to accident, abuse or neglect.
- 6.) Stripped splines or keyways on drive shafts.
- 7.) Incorrect mounting of external gears, pulleys, etc.
- 8.) Operating beyond the recommended maximum speeds, pressures, and temperatures.
- 9.) Use of the products in a manner or for a purpose for which they were not designed or intended by the manufacturer.

- 10.) Repairs or disassembly by unauthorized personnel.
- 11.) Misalignment of pump / motor shaft.
- 12.) Damage due to voltage spikes, static discharge, electrical storms, mis-wire, physical abuse, externally controlled device failure and improper fusing.

Warranty Processing Procedures. All products to be submitted for warranty consideration must be shipped prepaid to Paragon or to an authorized Paragon Service Center for warranty evaluation unless otherwise agreed to in writing by Paragon. A purchase order must be supplied for all products returned to Paragon or an authorized Paragon Service Center for warranty evaluation. The purchase order must show return shipping instructions.

A return goods authorization number must be obtained from Paragon or Paragon's authorized Service Center, or Paragon's authorized agent prior to any products being returned for Warranty. Products being considered for warranty will be received from third parties as long as a purchase order is included and a return goods authorization number is generated by Paragon and received by the purchaser or its agent.

Products returned for warranty consideration which are found to be defective in material or workmanship and are within the stated warranty period will be repaired and tested (if applicable) at no charge. Repairs performed under Warranty will be warranted against further defects in material or workmanship for the balance of the Warranty term or three (3) months after the repaired unit is placed in service, whichever occurs last. Paragon or Paragon's authorized Service Center, or Paragon's authorized agent will pay return freight only on products repaired under Warranty.

If the damage to the product is beyond economical repair and the cause of the failure is attributable to faulty materials or workmanship, Paragon may elect to scrap the returned product and supply a new or remanufactured replacement unit, alternatively a credit may be issued for a value equal to the original purchase price of the scrapped unit.

If a product is returned for Warranty consideration and denied warranty for any reason, the buyer or agent may be charged for the warranty evaluation even though the product is still within the Warranty period. Products denied warranty repair will, at the buyer's or agent's request, be repaired on an hourly rate charge plus the cost of materials and parts. Repairs made on such units will be warranted for the balance of their original warranty period of three (3) months after the repaired unit is placed in service, whichever occurs last. The buyer or its agent is responsible for freight both ways when the Warranty repair is denied.

If a product returned to Paragon or an authorized Paragon Service Center for warranty consideration is found not to be defective in materials or workmanship and is found to be in good working condition, the buyer or its Agent may be charged for the evaluation and testing (if applicable) even though the product is still within the warranty time period. The buyer and agent are responsible for the freight both ways and for the cost of any nonreusable parts that may need to be replaced following the examination. Such products will only be warranted for the balance of their original warranty time frame.

Upon receipt for evaluation and/or repair of each product, an evaluation / determination report will be completed by Paragon or Paragon's authorized Service Center. This document will briefly report the condition of the product and diagnosis of the failure or malfunction. One copy is to be forwarded to the buyer or agent.

All repaired and remanufactured products will be tested, when applicable, and returned to the buyer or agent. The product will retain its original serial number. Applicable products returned for Warranty consideration should not contain the customer's fittings, couplings, hoses, etc. Paragon does not assume responsibility for the return of such fittings, couplings, hoses, etc., or other attachments, unless specifically requested by Paragon in writing, that are not part of the unit being repaired or remanufactured. Damage or loss during shipping and handling of the product will be responsibility of the buyer or agent, Paragon will cooperate as much as possible to assist buyer with respect to any claim for lost or damaged goods occurring during shipping.