

Limited Warranty and General Terms and Conditions

INCON warrants that the INCON products covered under any written warranty will be free from defects in materials and workmanship that exist at the time of sale by INCON and appear within the applicable warranty period. All warranty claims must be submitted in writing to INCON promptly after discovery of a defect. In no event may any warranty claim be submitted more than 30 days after the end of the applicable warranty period.

To qualify for warranty coverage, all products must have been installed, applied, maintained and used in accordance with INCON's published instructions and with generally accepted industry standards. The warranties will not apply to any product that has been subject to misuse, misapplication, neglect, alteration, acts of God, acts of terrorism, acts of war, fire, improper installation or use, improper maintenance or repair, damage or casualty.

INCON's warranty does not cover any labor or shipping charges. INCON shall not be liable for any costs or charges attributed to any product testing, maintenance, installation, repair or removal, or to any tools, supplies, or equipment needed to install, repair, or remove any product.

INCON's only obligation for breach of any obligation arising from the sale or use of any INCON product, whether such obligation is derived from warranty or otherwise, is to, at INCON's option, repair or replace, or refund the purchase price of, such product. Any remedy for breach of any obligation relating to any INCON product is limited to the remedies expressly specified herein. INCON SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS IN PROFITS, LOSS IN SALES, LOSS OF FUEL OR OTHER PRODUCTS, LOSS OF USE OF EQUIPMENT, FACILITIES OR SERVICE, COST OF ENVIRONMENTAL REMEDIATION, DIMINUTION IN PROPERTY VALUE, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE, AND ALL SUCH LOSSES OR DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED FROM ALL WARRANTIES.

INCON MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF INCON PRODUCTS. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INCON reserves the right to make changes in the design or to make additions or improvements with respect to any INCON product without incurring any obligation to modify or install such products on previously manufactured products.

INCON reserves the right to change or cancel all or any part of any warranty at any time and without advance notice. Any such change or cancellation will be effective for products sold by INCON after the date of such change or cancellation.

Except for any written modifications or additional warranties signed by the Business Unit Manager of INCON's PRS Business Unit, no agents, distributors, dealers or employees of INCON are authorized to make modifications to any warranty or to make any additional warranties with respect to any INCON products. Accordingly, any statements made by any individuals, whether oral or written, shall not constitute a warranty of INCON and should not be relied upon.

The internal laws (as opposed to the conflicts of law provisions) of the State of Indiana shall govern the interpretation of, any disputes arising under or relating to, all INCON warranties.

All warranties are non-transferable

Applicable Warranty Period:

One/Two-Year Warranty Coverage (Applicable Only to INCON Equipment):

For a period of one year from date of installation or two years from date of manufacture, whichever comes first, INCON warrants that the INCON Equipment will be free from defects in materials and workmanship.

Process for Submitting Warranty Claims:

Claims for warranty repair or replacement service must have a written "Returned Goods Authorization" (RGA) from INCON and the RGA number must be affixed to the returned product. An RGA number may be obtained from your INCON Representative or INCON Technical Service at (800)872-3455. INCON equipment must be shipped freight prepaid to the address below.

INCON
c/o Franklin Fueling Systems, Inc.
34 Spring Hill Road
Saco, ME 04072 USA

INCON, upon inspection at its facilities and after determination of a warranty claim, will, at this point, repair or replace defective parts returned to INCON's facility. Repaired or replaced parts will be returned freight prepaid by INCON.