

**GENERAL:**

The following terms and conditions are applicable to all sales of ASEPCO products. Any acceptance by ASEPCO of a purchase order for its products is hereby made conditional upon the customer's acceptance of these terms and conditions of sales: including, in particular, any which are different from or in addition to or vary the terms contained in the customer's purchase order or request for quotation. Such acceptance shall be deemed to occur upon the failure of the customer to object in writing specifically to these terms and conditions within fourteen (14) days of receipt hereof. No waiver, alteration or modification of these terms and conditions whether in the customer purchase order or otherwise shall be valid unless specifically accepted in writing by an authorized representative of ASEPCO.

**LIMITATIONS OF USE:**

ASEPCO products are designed for aseptic processing at not greater than their rated working pressure and within the temperature range designated by ASEPCO. ASEPCO disclaims the suitability for its products for applications or types of service other than those for which they are intended, as indicated in ASEPCO specifications furnished to the customer. ASEPCO also disclaims suitability of its products for any use whatever, following an unsuccessful installation qualification protocol or after service without replacement of the diaphragm in accordance with ASEPCO recommendations.

**GENERAL WARRANTY:**

ASEPCO warrants its products against defects in materials or workmanship for a period of one year from the date of shipment, provided that they are used for a purpose and in a manner recommended or approved by ASEPCO and provided that upon inspection by ASEPCO after return to it, its products or parts are found to be defective. In such case, the warranty obligation of ASEPCO shall not exceed the net sales price of the defective product or part. ASEPCO makes no warranty respecting the products of other manufacturers, which it may sell as part of an ASEPCO valve assembly, but will afford to its customers the warranty rights afforded to it by the respective makers. ASEPCO MAKES NO OTHER WARRANTY OF ANY KIND EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFOREMENTIONED WARRANTY ARE DISCLAIMED BY ASEPCO AND EXCLUDED BY THIS WARRANTY. ASEPCO neither assumes nor authorizes any person to assume for it, any other obligation in connection with the sale of its products. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PARTS WHICH HAVE BEEN REPAIRED OR ALTERED WITHOUT PRIOR AUTHORIZATION BY ASEPCO IN WRITING; OR HAVE BEEN SUBJECT TO MISUSE OF ANY KIND INCLUDING BUT NOT LIMITED TO CONTRARY TO ASEPCO INSTRUCTIONS OR RECOMMENDATIONS. ASEPCO SHALL NOT BE RESPONSIBLE FOR DESIGN DEFECTS DUE TO INACCURATE OR INCOMPLETE INFORMATION SUPPLIED BY THE CUSTOMER OR ITS REPRESENTATIVES.

**TANK VALVE BODY GUARANTEE:**

In addition to the above stated GENERAL WARRANTY, ASEPCO offers a LIFETIME free replacement of any ASEPCO tank valve body, no matter who breaks it or how it's broken. Furthermore, if it is proven that a properly assembled ASEPCO valve cannot CIP/SIP, ASEPCO will buy back our valve at full purchase price, buy an equivalent replacement valve per the customers' specification, and pay the cost of installation in the customers' tank.

**DISCLAIMER OF LIABILITY:**

All warranties which might otherwise arise from the course of usage or trade are hereby expressly excluded and disclaimed. In no event shall ASEPCO be liable for special, incidental, exemplary, consequential or indirect damages or for loss of anticipated profits to a customer, ex-customer, distributor, or any other person.

**WARNING:**

ASEPCO products should be used only in services and within pressure and temperature ranges designated in its product information or specifications or as specifically approved by it in writing. MISUSE OF ASEPCO PRODUCTS MAY RESULT IN PERSONAL INJURY OR PROPERTY DAMAGE. IF ANY ASEPCO VALVE SHOWS SIGNS OF LEAKAGE, DO NOT OPERATE - REMOVE IT FROM THE LINE AND REPAIR OR REPLACE IT.