

PRODUCT WARRANTY

1. Apache products are warranted free from defects in material and workmanship for a period of one (1) year from the date of shipment from factory.
2. If Apache accepts any claim made under this Warranty, Apache at its sole option, will either repair or replace the failed part or product, or refund the purchase price, less an allowance for services rendered by product prior to claim. Apache disclaims any and all responsibility for consequential or incidental damages arising from the failure of any products covered by this Warranty.
3. In the case of products or parts not wholly of Apache Pipeline manufacture, our guarantee shall be limited to the recovery from such manufacturers under their guarantee to us.
4. This Warranty shall not apply to any product or component which has been repaired or altered by anyone other than Apache, or has become damaged due to misuse, negligence or casualty, or has been operated or maintained contrary to the products intended application.
5. Remedies available by virtue of this Warranty are expressly limited to an action to recover for the value of repairs or replacements. Apache's liability for incidental or consequential damages are hereby expressly excluded to the full extent permitted by law.
6. The sole purpose of the exclusive remedy contained in this limited Warranty shall be to provide repair or replacement of failed product as explained above in paragraph 2. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Apache agrees to repair or replace the failed product or to refund the purchase price as explained as above.
7. All rights, duties, and obligations arising under this limited Warranty shall be attorned by the laws of the Province of Alberta in the Dominion of Canada.
8. This Warranty is in lieu of all other warranties expressed or implied, including the warranties of merchantability and fitness for particular purpose, which are expressly disclaimed, Apache neither assumes nor authorizes any other person to assume for Apache any other liability in connection with the sale of any Apache product other than as provided in this Warranty.
9. Claims under this Warranty must be made in writing within fifteen (15) days of any failure and sent by registered mail. Any failed products or parts must be shipped prepaid to Apache's facility.

