

1329 Markum Gate Way Ft. Worth, TX 76126 Phone: (817) 850-7833

DOCUMENT NO. QUA5004

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1.0 PURPOSE

The purpose of this document is to establish and define the Warranty Policy for all warrantable products manufactured and sold by BEST Pump and Flow.

2.0 GENERAL PROVISIONS AND LIMITATIONS

BEST Pump and Flow, LLC ("OEM" or "Company") warrants to each original retail purchaser ("Purchaser") of its new products, assemblies or parts from the Company or its authorized distributors that such products are, at the time of delivery to the Purchaser, shall be free from defects in both material and workmanship.

The Company's obligation under this warranty is limited to repairing or, at its option, replacing, during normal business hours at an authorized service facility of the Company, any part or assembly which in the Company's sole and exclusive judgment proved to have unsatisfactory material or workmanship within the applicable Warranty Period.

3.0 WARRANTY PERIOD

The Warranty Period, exceptions, and limitations from warranty coverage for each product family is detailed in the following sections. All warranted products or components are subject to the limitations and restrictions set forth in both the Exclusions and Limitations section set forth in Section 4.0 of this policy and the Disclaimer section set forth in Section 9.0 of this policy.

3.1 Power End

Power End assemblies are warranted for materials and workmanship for a period of 1,000 hours of operation or six (6) months after start-up, whichever occurs first, except for the products or components listed below.

- Power end structural frames are warranted for twelve (12) months from date of start-up or eighteen (18) months from date of delivery to the Purchaser, whichever occurs first.
- Expendable Power End components including, but not limited to, plain split and thrust bearings, elastomeric seals, oil seal gaskets, and desiccant breathers are not covered by this warranty.
- Repairs are warranted for 90 days from the date of delivery, for the workmanship and materials of the new parts installed.

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3.2 Fluid End

Fluid End forged steel fluid cylinders are warranted for 1,000 hours of operation or twelve (12) months from the date of delivery to the purchaser, whichever occurs first, except for the products or components listed below.

- Fluid end non-expendable components including, but not limited to, retainer nuts, packing nuts, suction and discharge covers, gage port adapters, and discharge flanges are warranted for three (3) months due to the frequency in which each component is serviced by the Purchaser during operations.
- Expendable fluid end components including, but not limited to, valves, seats, valve springs, valve spring retainers, packing and packing hard set components, and elastomeric seals are not covered by this warranty due to variable abrasive nature of material pumped.
- Weld repaired fluid ends and weld repaired components are not covered under this warranty.

3.3 Large Bore Manifold

Large Bore Manifold assemblies, including structural skid assemblies, large bore spools and studded blocks, are warranted for twelve (12) months from the date of delivery to the purchaser except for the products or components listed below.

- Individual high pressure flow iron components, including adapter flanges, check valves, swivel joints, pup joints, and crossovers are subject to warranty coverage pertaining to the individual high pressure iron components as detailed in Section 3.4 of this policy.
- Elastomeric and metallic seals, including High Pressure Union Seals and BX Gasket seal rings, shipped as loose components with each assembly are not covered under this warranty.

3.4 High Pressure Flow Iron

High Pressure Flow Iron products, including Swivel Joints, Check Valves, Plug Valves, Pup Joints, Integral Fittings, Unions, Adapters and Crossovers are warranted for six (6) months from the date of deliver to the purchaser except for the products or components listed below.

- Expendables rebuild kits, including Check Valve rebuild kits, Plug Valve rebuild kits, and Swivel Joint rebuild kits, are not covered by this warranty.
- Elastomeric seals including, but not limited to union seal rings and clamp hub seal rings, are not covered under this warranty.

4.0 EXCLUSIONS AND LIMITATIONS

The Company reserves the right to refuse warranted coverage for products meeting any the following general or product specific criteria.

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4.1 General Exclusions and Limitations

The following general exclusions and limitations criteria applies to all products covered by this warranty policy.

- Any product which has been repaired or altered in such a way, in the Company's sole and exclusive judgment, as to affect the product adversely.
- Any product which has, in the Company's sole and exclusive judgment, been subject to negligence, accident, improper storage, improper installation, application or operation, including but not limited to over-pressure, sand-outs, cavitation, corrosion, erosion, or degradation.
- Any product which has not been operated or maintained in accordance with the recommendations of the OEM.
- Components or accessories manufactured, warranted, and/or serviced by others. Claims for components or accessories manufactured, warranted, and/or serviced by others should be submitted directly to the manufacturer.
- Any reconditioned or prior owned product.

4.2 Power End Exclusions and Limitations

In addition to the aforementioned general exclusions and limitations, the following exclusions and limitations criteria applies to Power End products covered by this warranty.

 Use of non-OEM components that are not considered "generic" from one supplier to another. Generic components are defined as products that meet the design intent of the original OEM product, though, may be sourced from outside the Company. Generic Power End components include non-critical fasteners and hardware, non-pressure retaining, and non-pressure bearing components. All critically loaded components, pressure retaining and pressure bearing components shall be OEM components.

4.3 Fluid End Exclusions and Limitations

In addition to the aforementioned general exclusions and limitations, the following exclusions and limitations criteria applies to Fluid End products covered by this warranty.

- Any product in which the damage occurred as a result of improper maintenance or assembly by the end user, including but not limited to washed out or degraded seal surfaces of any kind, backed out packing nuts, improper use of packing nut lock bars, valve stops installed improperly, suction or discharge retainer nuts not tightened during maintenance, or obvious signs of unusual misuse.
- Use of non-OEM components that are not considered "generic" from one supplier to another. Generic components are defined as products that meet the design intent of the original OEM

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product, though, may be sourced from outside the Company. Generic Fluid End components include non-critical fasteners and hardware, non-pressure retaining, and non-pressure bearing components. All critically loaded components, pressure retaining, and pressure bearing components shall be OEM components. Fluid End Valve and Seat components may be non-OEM components provided the non-OEM components meet the design intent of the Company's product.

4.4 Large Bore Manifold Exclusions and Limitations

In addition to the aforementioned general exclusions and limitations, the following exclusions and limitations criteria applies to Large Bore Manifold products covered by this warranty.

- Any product in which damage occurred as a result of improper maintenance, improper rig-up or rig-down of the product, or improper transportation or handling of the product.
- Any product in which damage to pressure retaining components occurred as a result of highly corrosive or fluids containing high concentrations of produced fluids.
- Use of non-OEM components that are not considered "generic" from one supplier to another. Generic components are defined as products that meet the design intent of the original OEM product, though, may be sourced from outside the Company. Generic Large Bore Manifold components include non-critical structural fasteners and hardware, BX Gasket metallic seal rings, low pressure isolation butterfly valves, non-pressure retaining components, and nonpressure bearing components. All critically loaded components, pressure retaining, and pressure bearing components shall be OEM components.

4.5 High Pressure Flow Iron Exclusions and Limitations

In addition to the aforementioned general exclusions and limitations, the following exclusions and limitations criteria applies to High Pressure Flow Iron products covered by this warranty.

- Any product in which damage occurred as a result of improper maintenance, installation, including inadequate support of the product during operation, or handling of the product.
- Any product in which damage to pressure retaining components occurred as a result of highly corrosive or fluids containing high concentrations of produced fluids.
- Any product that operated beyond the recertification period without inspection and recertification by an authorized party.
- Any product with field serviceable consumable rebuild kits, including check valves, in which the damage occurred as a result of the consumable product not being serviced properly.
- Use of non-OEM components that are not considered "generic" from one supplier to another. Generic components are defined as products that meet the design intent of the original OEM product, though, may be sourced from outside the Company. This includes non-critical fasteners

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and hardware as well as hammer union seals. All critically loaded components, pressure retaining or pressure bearing components, and rebuild kits shall be OEM components.

5.0 WARRANTY REQUESTS

Requests for warranty consideration shall be made directly to a Company Customer Service Representative or emailed to customerservice@bestpumpandflow.com.

All returns or considerations for warranty require an approved Return Material Authorization (RMA) prior to return/receipt at the Company location. The RMA must include all identification serial numbers, relevant location data and contact name/number. Additionally, for a proper evaluation, the Purchaser is required to provide total run hours, average pressures, peak pressures, operating location and fleet number, date of installation(s), date of reported failure, mode of failure, percent produced fluids (for fluid ends), recent maintenance records and a complete data set for the 48 hours of operation prior to failure (for Power Ends). When returned, the item for warranty consideration should include all original parts. The Company may also request additional information or related components be provided to aid in the warranty investigation.

6.0 TRANSPORTATION AND INSPECTION

All costs of transportation of product or parts claimed not to be as warranted and costs of repaired or replacement parts to or from such service facility shall be borne by the Purchaser. The Company may require the return of any part claimed not to be as warranted to one of its facilities as designated by the Company, transportation prepaid by the Purchaser, to establish a claim under this warranty.

Upon receipt of the claimed product, the Company will inspect the product for causes of failure or defect, including but not limited to visual and dimensional inspection, manufacturing records, and material records, to determine if a request meets the requirements of this warranty.

The Company may request a root cause analysis be performed in order to identify if a request for warranty claim meets the requirements of this warranty.

7.0 WARRANTY DETERMINATION AND PRORATION

Instances in which the warranted product is repairable for return to service, the Company will provide labor, by Company representative or authorized service personnel, for repair or replacement of any product or part thereof which in the Company's sole and exclusive judgment is proved not to be as warranted. Labor shall be limited to the amount specified in the Company's labor rate schedule. Labor costs in excess of the Company rate schedules caused by, but not limited to, location or inaccessibility of the equipment, or labor provided by unauthorized service personnel is not provided for by this

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warranty. Replacement parts provided under the terms of this warranty are warranted for the remainder of the Warranty Period of the product upon which installed to the same extent as if such parts were original components.

Instances in which the warranted product is not repairable for return to service, the Company will reimburse the Purchaser for the remaining value of the products' warranted period on a prorated basis. The prorated value of warranty coverage for each claim will be determined on an individual claim basis with consideration to the mode of failure, hour count, operating pressures and conditions, maintenance records and any other information pertaining to the claim investigation. The warranty proration schedule may be provided to the customer as necessary. The warranty proration schedule will be reviewed and adjusted, as needed, annually.

Instances in which the warranty claim does not meet the requirements for warranted coverage, the Company will provide cost estimates for labor and replacement components for product that is repairable for return to service. Product that is not repairable and returned to service may be discarded by the Company or returned to Purchaser, at the discretion of the Purchaser, with transportation costs from the Company facility to the Purchaser borne by the Purchaser.

8.0 PRESERVATION FOR STORAGE

For warranty acceptance, any pump assembly not immediately installed or is destined to be in storage or in transit for extended periods of time must be prepared for storage as defined in the Company's Long Term Storage Procedure. This includes but is not limited to:

- Drain and thoroughly clean inside power end crankcase.
- Spray rust inhibiting oil on all bearing, machined and inside surfaces of the power end.
- Induce clean gear oil into any circulating pump, filter, heat exchanger and piping.
- Remove valves, seats, and plungers from the fluid end. Thoroughly clean and dry these parts and all internal surfaces. Coat all cylinder bores, valve covers and reusable expendable parts with rust preventative.
- Flush all water, and contaminants from pump, tanks, hoses, and spray nozzles. Spray all components with a rust inhibiting oil.
- Rotate pump every 30 days to ensure bearings are oiled.
- At the expense of the Purchaser, any product properly preserved must be inspected by an authorized agent of the Company, prior to the Company, granting any extended warranty beyond that stated in this warranty.

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9.0 DISCLAIMER

Except as to title, the foregoing warranty is the sole and exclusive warranty of the Company. The Company hereby extends other manufacturers' warranties or guaranties, if any given to the Company by such manufacturer, but only to the extent the Company is able to assign and enforce such warranty or guaranties. The Company has not authorized any party to make any representation or warranty other than as expressly set forth herein. SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER (EXPRESS, IMPLIED OR STATUTORY), OF LAW OR OTHERWISE, ON ANY EQUIPMENT, COMPONENT PARTS OR ACCESSORIES SOLD HEREUNDER WHICH, ARE NOT MANUFACTURED BY COMPANY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL THE COMPANY'S TOTAL LIABILITY ARISING IN CONNECTION WITH ANY PURCHASE ORDER EXCEED THE AMOUNT OF ANY SALES OR OTHER PROCEEDS RECEIVED PURSUANT THERETO. IN ADDITION, UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL THE COMPANY BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FACILITY DOWNTIME, HOWEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

No statement, representation, agreement, or understanding, oral or written, made by any agent, distributor, representative, or employee of the Company which is not contained in this Warranty will be binding upon the Company unless made in writing and executed by an officer of the Company.

This warranty shall not be effective as to any claim which is not presented within 30 days after the date upon which the product is claimed not to have been as warranted. Any action for breach of this warranty must be commenced within one year after the date upon which the cause of action occurred. Any adjustment made pursuant to this warranty shall not be construed as an admission by the Company that any product was not as warranted.