

LIMITED LIFETIME WARRANTY

THIS NON-TRANSFERABLE WARRANTY IS EXTENDED BY ROCHESTER GAUGES, INC. ("ROCHESTER") SOLELY TO THE OWNER (THE "OWNER") OF A PROPANE TANK (THE "TANK"), WHICH TANK INCORPORATES A NEW ROCHESTER GAUGE COVERED BY THIS WARRANTY (THE "GAUGE"). THIS WARRANTY COVERS ONLY ROCHESTER'S LINE OF R3G MODEL STANDARD GAUGES (WITH PRODUCT NUMBERS COMMENCING B8981-04) AND ROCHESTER'S LINE OF R3G MODEL ADJUSTABLE GAUGES (PRODUCT NUMBERS B8987-4, B7287-4, B6287-4 and 6285-4), WHICH GAUGES ARE INCORPORATED IN TANKS PURCHASED BY AN OWNER ON OR AFTER MAY 1, 2005.

If the Gauge fails to function properly because of a defect in materials or workmanship, under normal use and maintenance, within the earlier of the lifetime of the Tank in which the Gauge was initially incorporated or five (5) years after the date on which Rochester discontinues the manufacture of the Gauge, Rochester will, at its option and after inspection, repair or replace the defective Gauge or refund the purchase price of the defective Gauge. Where a limited lifetime warranty is not permitted by law, the warranty period for this warranty shall be the five (5) year period after the Gauge is initially incorporated in a Tank.

The Owner must return the defective Gauge to Rochester, transportation costs prepaid, with an explanation for the return. NOTE TO THE OWNER: INSTALLATION OR REMOVAL OF A GAUGE MAY BE DANGEROUS AND SHOULD BE PERFORMED ONLY BY A TRAINED AND QUALIFIED TECHNICIAN.

This warranty shall not apply, and Rochester shall have no liability with respect to:

- Any Gauge which has been misused, altered, damaged, abused, repaired (other than by Rochester pursuant to this warranty) or improperly installed or otherwise incorporated in the Tank.
- Any Gauge which was not new when initially incorporated in the Tank or is removed from the Tank (except in connection with the repair or replacement of such Gauge pursuant to this warranty) or was removed from any other Tank.
- Any Gauge which is incorporated in a Tank which is being, or has been, in whole or in part, recertified or otherwise reconditioned.
- Any Gauge which is incorporated in a Tank which Tank is taken out of service, or is otherwise out of service, for mechanical reasons (other than solely as a result of a defective Gauge for which Rochester has responsibility pursuant to this warranty) or is otherwise taken out of service, or out of service, for more than six (6) months.
- Any portion of a Tank other than the Gauge, or any product or other item manufactured, sold or otherwise supplied by Rochester other than the Gauge.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS, IMPLIED OR STATUTORY, INCLUDING, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY DESCRIBED ABOVE IS THE SOLE AND EXCLUSIVE REMEDY, AND ROCHESTER'S

SOLE OBLIGATION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE MANUFACTURE, SALE OR USE OF THE GAUGE. ROCHESTER WILL IN NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

ROCHESTER IS A TEXAS CORPORATION WITH ITS PRINCIPAL OFFICE IN DALLAS, TEXAS AND THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS. SOME STATES DO NOT ALLOW LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE OWNER. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED THEREUNDER, SHALL NOT APPLY TO THE GAUGE.

THIS WARRANTY GIVES THE OWNER SPECIFIC RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS WARRANTY MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT WHICH CLEARLY SPECIFIES THE MODIFICATION AND IS SIGNED BY ONE OF ROCHESTER'S OFFICERS. ROCHESTER MAY, FROM TIME TO TIME AT ITS SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, AMEND THIS WARRANTY BY POSTING AMENDED OR MODIFIED TERMS ON THIS WEB SITE OR DISCONTINUE THIS WARRANTY BY ITS REMOVAL FROM THIS WEB SITE (AND SUCH AMENDMENT OR DISCONTINUANCE SHALL AUTOMATICALLY BE EFFECTIVE UPON POSTING OR REMOVAL).