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This manual must be used in accordance with all applicable national laws. The manual shall be regarded as a part of the machine and shall be kept for reference until the final dismantling of the machine, as defined by applicable national law(s).

**SPECIFICATIONS**

Tool Family: SpinCat  
Tool Model: SC-212  
Pressure Range: 1-5k psi (70-340 bar)  
Flow Range: .8 to 2 bpm (32 to 180 gpm)  
Flow Rating: 4.6 Cv  
Rotation Speed: 150-200 rpm  
Inlet Connection: 1-1/2 AMMT  
PSI Loss (@ 1 bpm): 83 psi (6 bar)  
Tension (pull): Safe load to 15000 lbs (6804 kg)  
Compression (set down): Safe load to 21000 lbs (9525 kg)  
Outside Diameter: 2.12 in. (54 mm)  
Overall Length: 12.3 in. (312 mm)  
Weight: 8.9 lbs (4 kg)  
Maximum Temperature: 390° F (200° C)

**JETTING**

The standard nozzle head has five ports with 1/8 NPT threads — one at 15 degrees forward, two at 45 degrees forward, and two at 90 degrees to the axis of rotation. Some of the ports may be plugged in a balanced pattern to concentrate the flow in a particular direction. Fit-for-purpose head and porting designs are available to accommodate specific flow rates and applications.

**DESCRIPTION OF EQUIPMENT AND INTENDED USE**

Spincat tools provide a durable, controlled rotation solution for well intervention. A viscous fluid governor controls rotation speed to maximize jet power delivered to the tubing walls. By using only a few rotating jets, each jet is bigger to convey hard-hitting power. Replaceable jets are efficient and clean recesses and irregular surfaces without damaging the well pipe. Over thirty years of waterjet engineering back the SpinCat design, setting the standard for rotary nozzle performance and durability.

**KEY FEATURES:**

- Straight flow-through design with a leak-free high pressure seal, so pump power is not wasted.  
- Performs at temperatures up to 200°C, with up to 30% HCL and Nitrogen injection.  
- Rotating Assembly for Complete Coverage  
- Easy Field Serviceability  
- Durable Fluoro Elastomer Seals  
- Computerized Flow Calculations  
- Controlled Rotation, Increases Cleaning Power  
- Carbide Nozzles, Deliver the Hardest Hitting, Longest Lasting Jet Possible
DESCRIPTION:

The SpinCat™ is a self-rotating nozzle designed for coil tubing well service. The powerful rotating jets cover a large area for efficient cleaning. Jet reaction force (throughst) powers rotation of the head. An internal centrifugal speed control maintains rotation speeds of 150 to 200 rpm. The SpinCat™ uses a high viscosity synthetic gear oil for lubrication, such as Chevron HiPerSYN® 220, Mobil SHC™ 630 or an equivalent. The oil is available from StoneAge® as part number SC250 048.

The tool has a straight flow-through design with a leak-free high pressure seal so pump power is not wasted. It has a 1-1/2 AMMT box inlet thread. The tool can be used at temperatures up to 200°C (392°F), and can be used with up to 30% HCL and Nitrogen injection. (Note: if used with HCL, flush tool with clean water after use.)

If the SpinCat™ will be used with high external borehole pressures, make certain that the body of the tool is completely full of lubricating fluid; air pockets are compressible and this could lead to oil seal failure and loss of lubrication.

The SpinCat™ can be used at operating pressures of 1000 to 5000 psi and flow rates of 0.8 to 2 bpm (32 to 80 gpm) with standard head porting. Custom porting can be ordered for use up to 5 bpm (200 gpm).

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<td>1000-5000 PSI</td>
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The standard nozzle head has five ports with 1/8 npt threads; one at 15 degrees forward, two at 45 degrees forward and two at 90 degrees to the axis of rotation. Some of the ports may be plugged in a balanced pattern to concentrate the flow in a particular direction. Alternate head porting patterns may be added to the same head to accommodate different flow rates. Hi-flow Flushing, Perf Stim, and Forward Cutting configurations are available. Verify with SpinCat™ Jetting App that porting changes result in sufficient torque to ensure rotation.

Operations with this equipment can be potentially hazardous. Caution must be exercised prior to and during machine and water jet tool use. Please read and follow all of these instructions, in addition to the guidelines in the WJTA Recommended Practices handbook, available online at www.wjta.org. Deviating from safety instructions and recommended practices can lead to severe injury and/or death.
PRE-RIH CHECKLIST:

- After receipt on location, visually inspect the SpinCat™ to ensure no small debris has entered the tool. NOTE: The SpinCat™ package includes a briefcase size Pelican® case. We recommend keeping the SpinCat™ and spare set screws and other parts inside the case.

- Verify the threaded orifice nozzles are clear and installed correctly. DO NOT insert hard wire or nails or other objects into the orifices to verify that they are clear. Use a flashlight. Newly manufactured orifice nozzles now have flow straighteners inside the orifices. These improve the quality of the jet stream. Remember to filter or screen the fluids keeping particles to a size no larger than 1/3 the ID of the orifice nozzle. Example: CNP2 125 orifice nozzle: 0.125 ÷ 3 = 0.041 max particle size.

- Verify there is no oil leaking from the set screw or body. If the set screw is missing and oil has leaked out then use a StoneAge® service kit syringe and refill the oil. IMPORTANT: Be sure to take time to work the air bubbles out of the oil.

- Turn the SpinCat™ head by hand. It should rotate very smoothly but not spin freely. There should not be any stoppage or feeling of binding or catching internally.

- Ensure the wiper seal on the inlet nut is in place. The function of this seal is to prevent debris from plugging the vent holes. The vent hole’s function is to vent internal pressure build-up should the high pressure (HP) tungsten impregnated seal fail or leak intermittently while reseating itself. If the wiper seal is lost or missing it can be replaced with a suitable size Viton® O-Ring as a temporary measure.

- The SpinCat™ is made of hardened stainless steel for long service life with strong acids, chemicals and solvents. We recommend you do not use pipe wrenches on the SpinCat™. Customers who have SpinCats™ 2-4 years old and are still in excellent condition, NEVER use pipe wrenches on their SpinCats™. Over time teeth cuts accumulate on the inlet nut, the body and head and “chew up” the tool. Eventually these parts have to be replaced unnecessarily. Some customers do not feel this is of significant importance and if replacement parts becomes necessary we can supply them.

- When function testing, watch for leakage around the orifice nozzles. Also watch for leakage along the body and behind the head. This indicates an improperly redressed tool. Also watch for leakage from around the wiper seal, the high pressure seal might leak during initial pressurization but should stop once enough pressure to achieve rotation has been reached. The only place water should be exiting the tool is through the nozzles. The head should rotate slowly and smoothly.

- If the head does not rotate during a function test but it rotates easily by hand, it could be the pump rate and pressure must be increased or the tool is simply “tight” or “cold,” or there is very heavy oil in the tool and it will loosen up in the hole, or the SpinCat™ may be jetted improperly. Check the SpinCat™ Jetting App. A simple but frequent problem in function tests is the test fluid does not contain viscosity reducer but the job requires it due to extremely high friction pressures.
TOPPING OFF LUBRICANT:

The SpinCat™ uses synthetic gear oil for a lubricant. To top off the tool with lubricant, follow steps below. If the tool is being rebuilt or the seal replaced, the lubricant may be poured directly into the body around the shaft before the inlet nut is installed. Once the inlet nut is installed, it is recommended to use the syringe with the port screw ports to completely remove all air bubbles. High borehole pressures make this a critically important step when assembling the tool. The procedure requires some patience, time and effort i.e. rotating the body back and forth to work out all air bubbles, wait, repeat. If a vice is available in the field we recommend removing the inlet nut and topping off through the open top, working the air bubbles out by rotating the body and allowing to sit.

1. Tilt the tool at a 45 degree angle and secure so that one port screw is at the topmost point
2. Fill the syringe (BC 410) with lubricant.
3. Remove both Port Plugs (SC250 026).
4. Thread the syringe into bottom port screw.
5. Hold the tool at an angle so the port with the syringe is lower.
6. Squeeze fluid into the tool until all air bubbles stop coming out.
7. Rotate the body back and forth from the head to work air bubbles out and inject oil.
   Repeat
8. Re-install the Port Plugs.
9. Store the Tool with inlet nut facing up.
TO REPLACE THE HIGH PRESSURE SEAL:

2. Remove the old Face Seals (WGR 054) and O-Rings (SC250 016) from the Nut and the Shaft. Also remove the Compression Spring (WGR 056) from the Shaft bore.
3. Insert new O-Ring (SC250 016) into groove in Nut.
4. Apply grease to smaller OD of new Face Seal and install into Nut, insuring that the flat sides slide down between protruding tangs on Nut.
5. Install a new Compression Spring (WGR 056) into Shaft bore.
6. Insert new O-Ring (SC250 016) into groove in Shaft.
7. Apply grease to smaller OD of new Face Seal and install into Shaft, checking to insure the flat sides slide down between protruding tangs on Shaft.
8. Thread Inlet Nut into Body; tighten to 50 ft-lb.
TO DISASSEMBLE THE SPINCAT SC-212:

1. Unscrew the Inlet Nut (SC212 020-AMMT) from the body.
2. Remove the Face Seals (WGR 054), O-Rings (SC250 016) and Compression Spring (WGR 056) from the Nut and the bore of the Shaft.
3. Remove the Shaft Seal (SC212 011) from the Inlet Nut if it is damaged and needs replacing.
4. Unscrew the Body (SC212 003) from the Gland Nut (SC212 020).
5. Pull off Bearing (SC212 007) from Shaft; remove the Sleeve (SC212 030).
6. Remove Shim (SC212 008), Weights (SC212 030), Hub (SC212 022) and Spring (SC212 025) from the Shaft.
7. Remove Collar (SC212 017) from Shaft
8. Press off Bearing (SC212 007); remove Gland Nut (SC212 020).
TO ASSEMBLE THE SPINCAT SC-212:

1. Install Shaft Seals (SC212 010) in Gland Nut (SC212 020) as shown. Lubricate the seals prior to installing.
2. Install O-Ring (SC212 021) over threads of Gland Nut.
4. Press Bearings (SC212 007) onto Shaft, down far enough to allow placing of Collar (SC212 017) in its groove.
5. Install Collar (SC212 017) around Shaft, above bearings. If there is a gap between the bearings and the collar, the bearings need to be pushed back up against the Collar. Tighten screws to 15 in-lb.
6. Place Spring (SC212 025) over Shaft; tang on Spring fits into slot between Collar Halves.
7. Install Hub (SC212 022); tang on Spring should go into one slot on Hub.
8. Install Weights (SC212 220) and Shim (SC212 008).
10. Install Bearings (SC212 007) over Shaft, down against Sleeve.
11. Apply anti-seize to threads and thread Body (SC212 003) onto Gland Nut.
12. Install Shaft Seal (SC212 011) in Inlet Nut (SC212 020-AMMT) as shown. Lubricate the seal prior to installing.
13. Install O-Ring (SC212 021) and Weep Seal (SC250 021).

14. Install Compression Spring (WGR 056), O-Rings (SC250 016) and Face Seals (WGR 054) as shown in the "High Pressure Seal Replacement" page.

15. Pour lubricating fluid into Body until completely filled, allow time for air to bubble out. Refer to the "Lubricant Fill Instructions" page for the importance of eliminating the air during assembly. Apply anti-seize to threads and install Inlet Nut into Body. Tighten Inlet Nut to 50 ft-lb.
HIGH-PRESSURE SEAL LEAK:
- The high pressure seal may leak initially at lower pressures, but should pop closed as pressure is increased. A continuous leak at operating pressure from the weep holes indicates the need to replace the HP Seal and Seat. HP Seals wearing out too quickly can be an indication that the HP Seat is installed upside-down, or the tool is rotating too fast. If the tool is leaking, but not over rotating, the SC212 602 Seal Kit is required.

TOOL WILL NOT ROTATE:
- Check the nozzles for plugging or wear (nozzles have to be removed to check for obstructions).
- Check that the nozzle sizes are correct for the desired flow and that the desired flow matches the head flow range.
- Check that the nozzle sizes are installed in a balanced configuration.
- If the tool feels rough when manually rotating the head, this indicates internal damage and SC212 610 Overhaul Kit will be required.
- Check head by hand to make sure it rotates freely. If it does not rotate freely by hand, the tool needs to be disassembled and repaired. Research from field reports show that exceeding set-down weight may bend the headshaft ever so slightly and prevent rotation.

LOCK-UP TROUBLESHOOTING TIP:
- Rotate in reverse 1 1/4 to 1 1/2 turns to unlock braking mechanism. If tool rotates smoothly then redress may not be required.
- If the head rotates freely by hand, check the jet sizes and calculate pressure loss through the coil tubing and check with your distributor or StoneAge® to make certain there is enough jet torque to provide rotation.
- Verify using the SpinCat™ Jetting app, contact your factory authorized SpinCat™ dealer or contact StoneAge®, Inc.

TOOL ROTATES TOO FAST:
- If the head rotates too fast, clean out old lubricating fluid and replace with fresh lubricant.
- If tool is showing heavy scuffing damage to body, we suggest that the customer install an available fluted body on the SpinCat™.

STORAGE
TOOL STORAGE:
The SpinCat™ should NOT be stored in a used condition with wellbore and pumped fluids possibly migrating into the lubricant chamber. Flush with fresh water and perform a seal redress after HCL, Xylene or Toluene chemical treatment jobs. Downhole tools, especially through tubing tools tend to be stored upside down in tool racks with threaded stubs welded to rack base. Storing the SpinCat™ in this manner allows air to collect at the top of the lubricant chamber. We recommend the SpinCat™ be stored with inlet nut facing up to avoid this air pocket. The SpinCat™ may also be stored horizontally.
• **BODY AND INLET NUT WEAR:**
  Follow these wear dimension guidelines to determine when to replace parts.

  - **SC212 003 Body Scuffing Wear**
  - **SC212 020 Gland Assembly**

  Common scuffing wear pattern on Body

  .050 Minimum Wall

  Ø 2.08 Minimum Outside Diameter

  .10 Minimum

  **SC212 002 Inlet Nut Scuffing Wear**

  Potential scuffing wear pattern on Nut

  Common scuffing wear pattern on Inlet Nut

  Ø .936 Minimum Allowable

  Ø 1.176 Minimum Allowable

  Potential wear groove by shaft seal lip.

  - **SC212 043 Shaft/Head Wear**

  Inspect faces for erosion or chipping replace if damaged

  WGR 054 FACE SEALS

  Ø .936 Minimum Allowable

  Ø 1.176 Minimum Allowable

  Potential wear groove by shaft seal lip.

  • **SHAFT/HEAD WEAR:**
  Follow these wear dimension guidelines to determine when to replace parts.

  - **SC212 002 Inlet Nut Scuffing Wear**

  .10 Minimum Allowable

  10 Minimum Allowable

  Potential wear groove by shaft seal lip.

  NOTE: Scuffing wear on head does not affect balance or rotation. Head should be replaced when properly installed nozzle inserts extend beyond the head or body diameter to prevent rapid wear and potential failure of the nozzle inserts.

  Inspect nozzle orifices for wear out of round. Replace if visibly worn.

  **SC212 003 Body Scuffing Wear**

  Ø 2.04 Minimum
MAINTENANCE & OVERHAUL KIT PARTS

SC212 600 – LUBRICATION KIT
1. BC 410 20CC Syringe Tube Assembly
2. PL 545 SC-212 Manual Insert
3. SC250 026 Port Plug with O-Ring
4. SC250 048 High Temp Visc, Not for SC-H, 6oz

SC212 602 - SEAL REDRESS KIT
2. BJ 062-S Anti-seize, 2g
3. GP 805 Container, Round Hinged Lid Plastic
1. PL 545 SC-212 Manual Insert
2. SC212 010 Seal, Dual Lip
1. SC212 011 Shaft Seal
2. SC212 021 O-Ring, Viton
2. SC250 016 O-Ring, Viton
1. SC250 021 Weep Seal, Viton
2. SC250 026 Port Plug with O-Ring
1. SC250 048 High Temp Visc, Not for SC-H, 6oz
2. WGR 054 Face Seal
1. WGR 056 Compression Spring

SC212 610 - OVERHAUL KIT
1. BJ 062-S Anti-seize, 2g
2. GP 805 Container, Round Hinged Lid Plastic
1. PL 545 SC-212 Manual Insert
2. SC212 007 Bearing
1. SC212 008 Shim, Donut, SS
2. SC212 010 Seal, Dual Lip
1. SC212 011 Shaft Seal
2. SC212 021 O-Ring
1. SC212 025 Spring
1. SC212 030 Bronze Sleeve
2. SC250 016 O-Ring, Viton
1. SC250 021 Weep Seal, Viton
2. SC250 026 Port Plug with O-Ring
1. SC250 048 High Temp Visc, Not for SC-H, 6oz
2. WGR 054 Face Seal
1. WGR 056 Compression Spring

SC212 106 SEAL TOOL
1. **Acceptance of Terms and Conditions.** Receipt of these Terms and Conditions of Sale ("Terms and Conditions") shall operate as the acceptance by StoneAge, Inc. ("Seller") of the order submitted by the purchaser ("Buyer"). Such acceptance is made expressly conditional on assent by Buyer to these Terms and Conditions. Such assent shall be deemed to have been given unless written notice of objection to any of these Terms and Conditions (including inconsistencies between Buyer’s purchase order and this acceptance) is given by Buyer to Seller promptly on receipt hereof.

Seller desires to provide Buyer with prompt and efficient service. However, to individually negotiate the terms of each sales contract would substantially impair Seller’s ability to provide such service. Accordingly, the product(s) furnished by Seller are sold only according to the terms and conditions stated herein and with the terms and conditions stated in any effective StoneAge Dealer Agreement or StoneAge Reseller Agreement, if applicable. Notwithstanding any terms and conditions on Buyer’s order, Seller’s performance of any contract is expressly made conditional on Buyer’s agreement to these Terms and Conditions unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance, shipment and/or delivery shall be for Buyer’s convenience only and shall not be deemed or construed to be an acceptance of Buyer’s terms and conditions.

2. **Payment/Prices.** Unless other arrangements have been made in writing between Seller and Buyer, payment for the product(s) shall be made upon receipt of invoice. The prices shown on the face hereof are those currently in effect. Prices invoiced shall be per pricelist in effect at the time of shipment. Prices are subject to increase for inclusion of any and all taxes which are applicable and which arise from the sale, delivery or use of the product(s), and the collection of which Seller is or may be responsible to provide to any governmental authority, unless acceptable exemption certificates are provided by Buyer in accordance with applicable law. Buyer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the product(s) being purchased, whether now in effect or hereafter imposed by any governmental authority, foreign or domestic.

3. **Warranty.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PERFORMANCE OF ANY PRODUCT EXCEPT AS SET FORTH IN THE STONEAGE LIMITED WARRANTY PROVIDED WITH THE PRODUCT.

4. **Delivery.** Seller is not obligated to make delivery by a specified date, but will always use its best efforts to make delivery within the time requested. The proposed shipment date is an estimate. Seller will notify Buyer promptly of any material delay and will specify the revised delivery date as soon as practicable. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASON(S).

All product(s) will be shipped F.O.B. point of origin, unless specifically agreed otherwise, and Buyer shall pay all shipping costs and insurance costs from that point. Seller, in its sole discretion, will determine and arrange the means and manner of transportation of the product(s). Buyer shall bear all risk of loss commencing with the shipment or distribution of the product(s) from Seller’s warehouse. Order shortages or errors must be reported within fifteen (15) business days from receipt of shipment to secure adjustment. No product(s) may be returned without securing written approval from Seller.

5. **Modification.** These Terms and Conditions are intended by Seller and Buyer to constitute a final, complete and exclusive expression of agreement relating to the subject matter hereof and cannot be supplemented or amended without Seller’s prior written approval.

6. **Omission.** Seller’s waiver of any breach or Seller’s failure to enforce any of these Terms and Conditions at any time, shall not in any way affect, limit or waive Seller’s right thereafter to enforce and compel strict compliance with every term and condition hereof.

7. **Severability.** If any provision of these Terms and Conditions is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.
8. Disputes. Seller and Buyer shall attempt in good faith to promptly resolve any dispute arising under these Terms and Conditions by negotiations between representatives who have authority to settle the controversy. If unsuccessful, Seller and Buyer shall further attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the Seller and Buyer.

9. Governing Law. All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including, but not limited to, purchase orders accepted by Seller, shall be considered a contract under the laws of the State of Colorado and the rights and duties of all persons, and the construction and effect of all provisions hereof shall be governed by and construed according to the laws of such state.

WARRANTY:
Warranties set forth herein extend only to End-Users, meaning customers acquiring, or that have previously acquired, a product manufactured by StoneAge (“Product”) for their own use and not for resale, either directly from StoneAge (“StoneAge”) or from a StoneAge Authorized Dealer or Reseller (“Dealer”). No warranty of any kind or nature is made by StoneAge (“Limited Warranty”) covering any Product not manufactured by StoneAge. Any such warranty of any kind or nature is made by StoneAge (“Limited Warranty Period”). All replacement parts which are furnished under this Limited Warranty and properly accepted by Seller, shall be considered a contract under the terms hereof shall be governed by and construed according to the laws of such state.

1. LIMITED WARRANTY PERIOD. Subject to the limitations and conditions hereinafter set forth, StoneAge warrants its Product to be free from defects in workmanship and material for a period of one (1) year from the date of purchase by the End-User, provided that the end of the limited warranty period shall not be later than eighteen (18) months from the date of shipment of the Product to the Dealer or the End-User by StoneAge (“Limited Warranty Period”). All replacement parts which are furnished under this Limited Warranty and properly installed shall be warranted to the same extent as the original Product under this Limited Warranty if, and only if, the original parts were found to be defective within the original Limited Warranty Period covering the original Product. Replacement parts are warranted for the remainder of the original Limited Warranty Period. This Limited Warranty does not cover any component part of any Product not manufactured by StoneAge. Any such component part is subject exclusively to the component manufacturer’s warranty terms and conditions.

2. LIMITED WARRANTY COVERAGE. StoneAge’s sole obligation under this Limited Warranty shall be, at StoneAge’s option and upon StoneAge’s inspection, to repair, replace or issue a credit for any Product which is determined by StoneAge to be defective in material or workmanship. StoneAge reserves the right to examine the alleged defective Product to determine whether this Limited Warranty is applicable, and final determination of limited warranty coverage lies solely with StoneAge. No warranty of any kind or nature is made by StoneAge beyond those expressly stated herein.

3. WARRANTY SERVICE PROVIDERS. Service and repair of the Product is to be performed only by StoneAge authorized service representatives, including Dealers who are authorized repair centers, with StoneAge approved parts. Information about StoneAge authorized service representatives can be obtained through the StoneAge website at www.stoneagetools.com/service. Unauthorized service, repair or modification of the Product or use of parts not approved by StoneAge will void this Limited Warranty. StoneAge reserves the right to change or improve the material and design of the Product at any time without notice to End-User, and StoneAge is not obligated to make the same improvements during warranty service to any Product previously manufactured.

10. Jurisdiction and Venue. Seller and Buyer agree that the state or federal courts located within the City and County of Denver, Colorado shall have sole and exclusive jurisdiction over any litigation concerning any dispute arising under these Terms and Conditions not otherwise resolved pursuant to Section 9 as well as any alleged defects of any Products or damages sustained as a result of such alleged defects. Seller and Buyer further agree that should any litigation be commenced in connection with such a dispute, it shall only be commenced in such courts. Seller and Buyer agree to the exclusive jurisdiction of such courts and neither will raise any objection to the jurisdiction and venue of such courts, including as a result of inconvenience.

11. Attorney’s Fees. If any litigation is commenced between Seller and Buyer, or their personal representatives, concerning any provision hereof, the party prevailing in the litigation shall be entitled, in addition to such other relief that is granted, to a reasonable sum as and for their attorneys’ fees and costs in such litigation or mediation.

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4. **WARRANTY EXCLUSIONS.** This Limited Warranty does not cover, and StoneAge shall not be responsible for the following, or damage caused by the following: (1) any Product that has been altered or modified in any way not approved by StoneAge in advance in writing; (2) any Product that has been operated under more severe conditions or beyond the rated capacity specified for that Product; (3) depreciation or damage caused by normal wear and tear, failure to follow operation or installation instructions, misuse, negligence or lack of proper protection during storage; (4) exposure to fire, moisture, water intrusion, electrical stress, insects, explosions, extraordinary weather and/or environmental conditions including, but not limited to lightning, natural disasters, storms, windstorms, hail, earthquakes, acts of God or any other force majeure event; (5) damage to any Product caused by any attempt to repair, replace, or service the Product by persons other than StoneAge authorized service representatives; (6) costs of normal maintenance parts and services; (7) damage sustained during unloading, shipment or transit of the Product; or (8) failure to perform the recommended periodic maintenance procedures listed in the Operator’s Manual accompanying the Product.

5. **REQUIRED WARRANTY PROCEDURES.** To be eligible for warranty service, the End-User must: (1) report the Product defect to the entity where the Product was purchased (i.e. StoneAge or the Dealer) within the Limited Warranty Period specified in this Limited Warranty; (2) submit the original invoice to establish ownership and date of purchase; and (3) make the Product available to a StoneAge authorized service representative for inspection to determine eligibility for coverage under this Limited Warranty. This Limited Warranty shall not extend to any person or entity who fails to provide proof of original purchase from StoneAge or a Dealer. No Product may be returned for credit or adjustment without prior written permission from StoneAge.

6. **DISCLAIMER OF IMPLIED WARRANTIES AND OTHER REMEDIES.** EXCEPT AS EXPRESSLY STATED HEREIN (AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW), STONEAGE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR FREEDOM FROM DEFECT OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY. STONEAGE FURTHER DISCLAIMS ALL IMPLIED INDEMNITIES.

7. **LIMITATION OF LIABILITY.** End-User specifically acknowledges that the Product may be operated at high speeds and/or pressures, and that as such it may be inherently dangerous if not used correctly. End-User shall familiarize itself with all operation materials provided by StoneAge and shall at all times use and require its agents, employees and contractors to use all necessary and appropriate safety devices, guards and proper safe operating procedures. In no event shall StoneAge be responsible for any injuries to persons or property caused directly or indirectly by the operation of the Product if End-User or any agent, employee, or contractor of End-User: (1) fails to use all necessary and appropriate safety devices, guards and proper safe operating procedures; (2) fails to maintain in good working order such safety devices and guards; (3) alters or modifies the Product in any way not approved by StoneAge in advance in writing; (4) allows the Product to be operated under more severe conditions or beyond the rated capacity specified for the Product; or (5) otherwise negligently operates the Product. End-User shall indemnify and hold StoneAge harmless from any and all liability or obligation incurred by or against StoneAge, including costs and attorneys’ fees, to or by any person so injured.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, STONEAGE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF VALUE, WORK STOPPAGE, INTERRUPTION OF BUSINESS, RENTAL OF SUBSTITUTE PRODUCT, OR OTHER COMMERCIAL LOSS EVEN TO THE EXTENT SUCH DAMAGES WOULD CONSTITUTE DIRECT DAMAGES), WITH RESPECT TO THE COVERED STONEAGE PRODUCT, OR OTHERWISE IN CONNECTION WITH THIS LIMITED WARRANTY, REGARDLESS OF WHETHER STONEAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IT IS UNDERSTOOD THAT STONEAGE’S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED, AND END-USER’S REMEDY IS LIMITED TO EITHER (1) REPAIR OR REPLACEMENT OF THE DEFECTIVE WORKMANSHIP OR MATERIAL OR, AT STONEAGE’S OPTION, (2) REFUND OF THE PURCHASE PRICE PAID BY THE END-USER FOR THE PRODUCT. STONEAGE’S MAXIMUM LIABILITY SHALL NOT EXCEED, AND END-USER’S REMEDY IS LIMITED TO EITHER (1) REPAIR OR REPLACEMENT OF THE DEFECTIVE WORKMANSHIP OR MATERIAL OR, AT STONEAGE’S OPTION, (2) REFUND OF THE PURCHASE PRICE, OR (3) ISSUANCE OF A CREDIT FOR THE PURCHASE PRICE, AND SUCH REMEDIES SHALL BE END-USER’S ENTIRE AND EXCLUSIVE REMEDY.
YOU, THE END-USER, UNDERSTAND AND EXPRESSLY AGREE THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE PART OF THE CONSIDERATION IN THE PRICE OF THE STONEAGE PRODUCT YOU PURCHASED.

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