

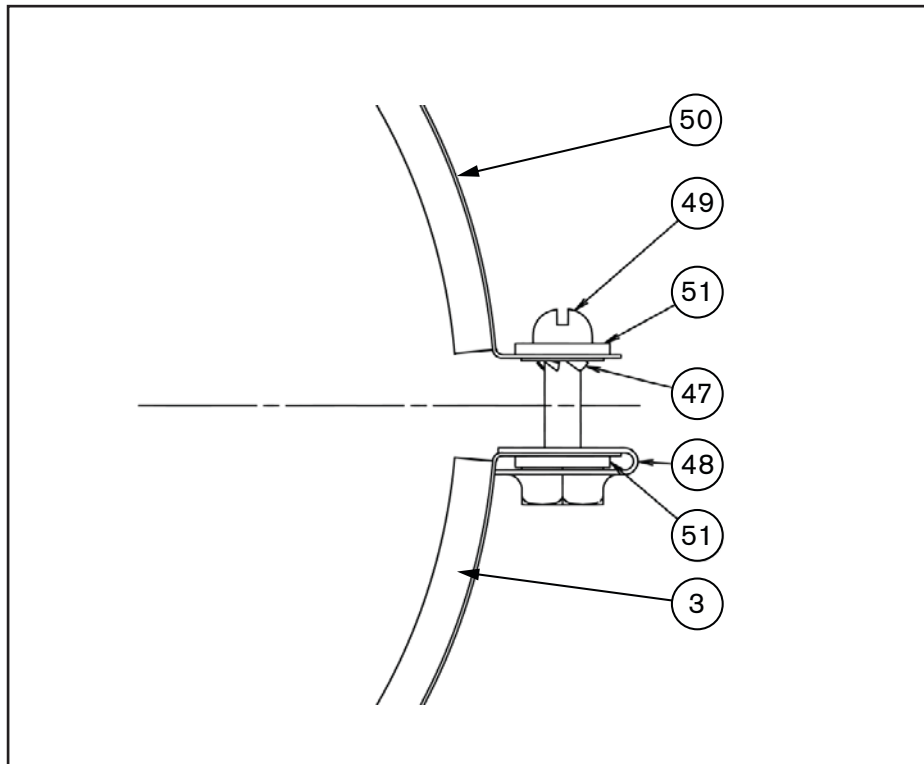
MBU and MDU

Waterproof Guards

INSTALLATION

Nexen Waterproof Guards allow existing Modules to be used in a wider range of applications. To install the Nexen Waterproof Guard, remove existing Guard Ring Assembly and replace with Waterproof Guard. Align one of the four ribs of the housing directly beneath clamp of Waterproof Guard. Tighten screws (Item 49) into attached cage nuts (Item 48) to 35 in-lbs of torque. If piece parts are not connected to guard upon arrival, reassemble as shown below.

PARTS LIST



Model	Product Number
MDU-625/875	929501
MBU-625/875	929502
MDU-1125/1375	935901
MBU-1125/1375	935902

Item	Description	Qty
50	Guard	1
51	Rect. Washer	2
3	Vinyl Tape	2
49	Screw	2
47	Retaining Nut	2
48	Cage Nut	2

WARRANTY

Warranties

Nexen warrants that the Products will (a) be free from any defects in material or workmanship for a period of 12 months from the date of shipment, and (b) will meet and perform in accordance with the specifications in any engineering drawing specifically for the Product that is in Nexen's current product catalogue, or that is accessible at the Nexen website, or that is attached to this Quotation and that specifically refers to this Quotation by its number, subject in all cases to any limitations and exclusions set out in the drawing. NEXEN MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. This warranty applies only if: (a) the Product has been installed, used and maintained in accordance with any applicable Nexen installation or maintenance manual for the Product; (b) the alleged defect is not attributable to normal wear and tear; (c) the Product has not been altered, misused or used for purposes other than those for which it was intended; and (d) Buyer has given written notice of the alleged defect to Nexen, and delivered the allegedly defective Product to Nexen, within one year of the date of shipment.

Exclusive Remedy

The exclusive remedy for the Buyer for any breach of any warranties provided in connection with this agreement will be, at the election of Nexen: (a) repair or replacement with new, serviceably used, or reconditioned parts or products; or (b) issuance of credit in the amount of the purchase price paid to Nexen by the Buyer for the Products.

Agent's Authority

Buyer agrees that no agent, employee or representative of Nexen has authority to bind Nexen to any affirmation, representation, or warranty concerning the Products other than those warranties expressly set forth herein.

Limitation on Nexen's Liability

TO THE EXTENT PERMITTED BY LAW NEXEN SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF NEXEN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. For all of the purposes hereof, the term "consequential damages" shall include lost profits, penalties, delay damages, liquidated damages or other damages and liabilities which Buyer shall be obligated to pay or which Buyer may incur based upon, related to or arising out of its contracts with its customers or other third parties. In no event shall Nexen be liable for any amount of damages in excess of amounts paid by Buyer for Products or services as to which a breach of contract has been determined to exist. The parties expressly agree that the price for the Products and the services was determined in consideration of the limitation on damages set forth herein and such limitation has been specifically bargained for and constitutes an agreed allocation of risk which shall survive the determination of any court of competent jurisdiction that any remedy herein fails of its essential purpose.

Inspection

Buyer shall inspect all shipments of Products upon arrival and shall notify Nexen in writing, of any shortages or other failures to conform to these terms and conditions which are reasonably discoverable upon arrival without opening any carton or box in which the Products are contained. Such notice shall be sent within 14 days following arrival. All notifications shall be accompanied by packing slips, inspection reports and other documents necessary to support Buyer's claims. In addition to the foregoing obligations, in the event that Buyer receives Products that Buyer did not order, Buyer shall return the erroneously shipped Products to Nexen within thirty (30) days of the date of the invoice for such Products; Nexen will pay reasonable freight charges for the timely return of the erroneously shipped Products, and issue a credit to Buyer for the returned Products at the price Buyer paid for them, including any shipping expenses that Nexen charged Buyer. All shortages, overages and nonconformities not reported to Nexen as required by this section will be deemed waived.

Limitation on Actions

No action, regardless of form, arising out of any transaction to which these terms and conditions are applicable may be brought by the Buyer more than one year after the cause of action has accrued.

nexen®

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