

WARRANTY

5-YEAR LIMITED WARRANTY ON LPT, LMT PUMP TANKS

("The Company") warrants this pump tank in case of a leak within five (5) years from the date of purchase or in the absence of a Bill of Sale verifying said date, from the date indicated on the model and rating plate affixed to this tank. In case of a defect, malfunction or failure to conform to this warranty, the Company will repair or replace this tank. No labor, installation or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of the pump tank or part to the manufacturer for inspection, the Company will, if requested, ship a replacement pump tank or part C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

EXCLUSIONS AND LIMITATIONS OF THESE LIMITED WARRANTIES

1. The limited warranties provided herein are in lieu of any and all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose; provided, however, that implied warranties are not disclaimed during the five-year period from date of purchase. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
2. The company shall have no liability hereunder, either direct or contingent, for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
3. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
4. These warranties shall be void and shall have no effect:
 - a. If the design or structure of the tank is, or is attempted to be, modified or altered in any way, including, but not limited to, by attaching non-Company approved appliances or equipment.
 - b. If the tank is not properly installed in accordance with all local ordinances and regulations pertinent to tanks and the installation and instruction manual provided with this tank.
 - c. If the pump tank is installed outdoors. This tank is intended for indoor installation only.
 - d. If the tank is not equipped with new pressure protective equipment required by local codes, but not less than a pressure relief valve certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Relief Valves. This valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the tank.
 - e. If the tank is not operated within the factory calibrated limits.
 - f. If leaks in the tank, or defects in other parts, arise as the result of improper use, negligence in operation, accident or from inability of the tank or any of its parts to function because of repairs, adjustments or replacements improperly made outside the Company's factory, or because of fire, floods or lightning.
 - g. If the model and rating plate has been defaced or discarded and you do not have a Bill of Sale to verify the purchase date.
 - h. If (1) installed in an area where leakage of the tank or connections would result in damage to the area adjacent to the tank or (2) where such a location is unavoidable, a suitable drain pan is not installed under the tank.
 - i. If the tank is used for any purpose other than a pump tank for space heating and cooling systems.
 - j. If the tank is used with pools, whirlpools, or hot tubs, or with any equipment or system that uses heavily chlorinated or otherwise nonpotable water.
 - k. If leaks in the tank or defects in other parts occur as a result of the tank being exposed to a highly corrosive atmospheric condition.
 - l. If leaks in the tank or defects in other parts occur as a result of the tank containing and/or being operated with desalinated (de-ionized) water.
 - m. If leaks in the tank or defects in other parts arise as a result of sizing that does not comply with the manufacturer's currently published sizing guides or sizing recommended by the manufacturer.
 - n. If this pump tank or any part has been under water.
 - o. If a properly sized relief valve is not installed and maintained.
5. Replacements and/or repairs furnished under these warranties do not carry a new warranty, only the unexpired portion of the original warranty.
6. The terms of this warranty may not be varied by any person, whether or not purporting to represent or to act on behalf of the Company.
7. In order to obtain service under these warranties you must promptly notify the installing contractor or dealer, giving the nature of the problem and the model and serial number of the tank. If for any reason the installer or dealer cannot be located or fails to provide satisfactory warranty service, you should write to Water Systems, 500 Tennessee Waltz Parkway, Ashland City, TN 37015 with the above information.