

LIMITED WARRANTY - BATTERY BACKUP PUMPS:

Manufacturer warrants the products specified in this warranty to be free from defects in material or workmanship for one (1) year from date of purchase. During the time period and subject to the terms and conditions, the manufacturer will repair or replace to the original user or consumer any portion of this product which proves to be defective due to materials or workmanship. At all times the manufacturer shall have and possess the sole right and option to determine whether to repair or replace defective equipment, parts, or components. The manufacturer has the option to inspect any product returned under warranty to confirm that the warranty applies before repair or replacement under warranty is approved. This warranty sets forth the manufacturer's sole obligation and purchaser's exclusive remedy for defective product. Return defective product to the place of purchase for warranty consideration.

WARRANTY PERIOD - PRODUCTS:

If, within the duration of product use by the original user, this product proves to be defective due to materials or workmanship, the product shall be repaired or replaced at the manufacturer's option, subject to the terms and conditions set forth in this warranty statement. Proof of purchase is required for warranty consideration. In the absence of suitable proof of the purchase date, the effective period of this warranty is 12 months from the product's date of manufacture.

LABOR, ETC. COSTS:

The manufacturer shall **IN NO EVENT** be responsible or liable for the cost of field labor or other charges incurred by any customer in removing and/or affixing any product, part, or component thereof.

PRODUCT IMPROVEMENTS:

The manufacturer reserves the right to change or improve its products or any portions thereof without being obligated to provide such a change or improvement for units sold and/or shipped prior to such change or improvement.

GENERAL TERMS AND CONDITIONS:

This warranty shall not apply to damage due to acts of God, normal wear and tear, normal maintenance services and the parts used in connection with such service, lightning or conditions beyond the control of the manufacturer, nor shall it apply to products which, in the sole judgment of the manufacturer, have been subject to negligence, abuse, accident, misapplication, tampering, alteration; nor due to improper installation, operation, maintenance or storage; nor to excess of recommended maximums as set forth in the instructions. Warranty will be VOID if any of the following conditions are found:

1. Product is used for purposes other than those for which it was designed and manufactured
2. Product not installed in accordance with applicable codes, ordinances, and good trade practices
3. Product connected to voltage other than indicated on nameplate or labels
4. Pump exposed to but not limited to the following: sand, gravel, cement, grease, plaster, mud, tar, oil, gasoline, solvents or other abrasive or corrosive substances
5. Pump has been used for pumping liquids above 120°F
6. Pump allowed to operate dry (liquid supply cut off)

DISCLAIMER:

Any oral statements about the product made by the seller, the manufacturer, the representatives, or any other parties do not constitute warranties, shall not be relied upon by the user, and are not part of the contract for sale. Seller's and the manufacturers only obligation, and buyer's only remedy, shall be the replacement and/or repair by the manufacturer of the product as described above. NEITHER SELLER NOR THE MANUFACTURER SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS), ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT, AND THE USER AGREES THAT NO OTHER REMEDY SHALL BE AVAILABLE TO IT. Before using, the user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith.

THE WARRANTY AND REMEDY DESCRIBED IN THIS LIMITED WARRANTY IS AN EXCLUSIVE WARRANTY AND REMEDY AND IS IN LIEU OF ANY OTHER WARRANTY OR REMEDY, EXPRESSED OR IMPLIED, WHICH OTHER WARRANTIES AND REMEDIES ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT EITHER APPLIES TO A PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESSED WARRANTIES GIVEN ABOVE.

Some states and countries do not allow the exclusion or limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.