

Warranty and Limitation of Liability

SERIES 100, SERIES LR, NRF/NBF AND SERIES PL BOOSTERS

Seller warrants for a period of eighteen (18) months from the date of installation or three (3) years from product date code, whichever occurs first, that all Series 100, LR, NRF/NBF and PL Boosters are free from defects in materials or workmanship.

MAINTENANCE FREE SERIES 60 PUMP AND MOTOR

Seller warrants for a period of three years from date of manufacture, that the Series 60 Maintenance Free Pumps are free from defects in materials or workmanship. Seller also warrants for a period of forty-two (42) months from date of manufacture or thirty-six (36) months from date of installation, whichever period shall expire first, that Series 60 Maintenance Free Motors are free from defects in materials or workmanship.

ALL OTHER PRODUCTS

Seller warrants for a period of eighteen (18) months from date of shipment from its factory or one (1) year from date of installation, whichever occurs first, that all Products furnished by it are free from defects in materials and workmanship.

Seller's liability for any breach of this Warranty shall be limited solely to replacement or repair, at the sole option of Seller, of any part or parts found to be defective during the Warranty period provided the Product is properly installed and is being used as originally intended. Buyer must notify Seller of any breach of this Warranty within the aforementioned Warranty period; defective parts must be shipped by Buyer to Seller with transportation charges prepaid.

IT IS EXPRESSLY AGREED THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY COSTS, LOSS EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCT WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT WILL LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY.

Seller neither assumes nor authorizes any person to assume for it, any other Warranty obligation in connection with the sale of the Product. This Warranty shall not apply to any Product or parts of Products which (a) have been repaired or altered outside of Seller's facilities; or (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to Seller's instructions.

In the case of Product not manufactured by Seller, there is no warranty from Seller, but Seller will extend to the Buyer any Warranty of Seller's supplier of such products.



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