



## GOVERNING LAW & LIMITED WARRANTY FOR PUMPS, PUMP CONTROLS, VALVES, FITTINGS AND ACCESSORIES MANUFACTURED BY MUNRO

**GOVERNING LAW:** It is understood and agreed that these Terms and Conditions of Sale (this "Agreement") shall be interpreted under and pursuant to the laws of the State of Colorado; you agree that any action at law or suit which is related to any contact of sale brought against us shall be filed in a federal or state court located in the State of Colorado.

**LIMITED WARRANTY:** Munro, Inc. (the "Company") hereby warrants, in accordance with and subject to the provisions herein contained, your unit against defects in materials and workmanship under normal use and service when properly installed, following provided installation instructions for a period of 12 months or 1000 hours of operation (which ever occurs first), from the date of purchase (Continuous-duty rated products are exempt from the 1000 hours of operation stipulation). In the event of a breakdown or failure of your unit or part thereof, within the period of 12 months or 1000 hours of operation, which prevents normal function, and is found to be the result of a defect in materials or workmanship, the Company will repair the breakdown or failure and/or replace any defective part or the whole unit at the Company's discretion. Freight charges will be the customer or ultimate consumer's responsibility.

Further, we warrant to our immediate customer and to the ultimate consumer (the "Customer") that products of our manufacture will be free of defects in material and workmanship under normal use and service, when installed and maintained in accordance with our instructions, for a period of twelve (12) months from date of sale to the ultimate customer or eighteen (18) months from date of shipment to the Munro distributor, whichever occurs first. As used herein, the "Ultimate Consumer" is defined as the purchaser who first uses the product after its initial installation or, in the case of product designed for non-permanent installation, the first owner who used the product. It is our immediate customer's obligation to make known to the Ultimate Consumer the terms and conditions of this warranty. This warranty provides limited specific legal rights, and there may also be other rights, which vary from state to state. As, and to the extent, covered by the federal consumer product warranties Law (the Magnuson-Moss Act, 15 U.S. Code §2301, et seq., (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, to the fullest extent allowed, (2) this warranty is for all purposes a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against the Company, unless and until the Ultimate Consumer notifies the Company in writing of the defect, and delivers the product and/or defective part(s) Customer paid freight (see Return Policy section, below) to our factory or nearest authorized service facility. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may be limited by such law, to the extent applicable. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, F.O.B. POINT OF MANUFACTURER OR AUTHORIZED REPAIR FACILITY, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.** Unless expressly stated otherwise, statements as to the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on product manufactured by the Company, if any, are subject to laboratory tests corrected for field performance. Any additional statements in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing, if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. Components or accessories supplied by us but manufactured by others are warranted only to the extent of, and are subject to, the terms and conditions of the original manufacturer's warranty.

**RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYZES AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.**

This warranty shall not apply when damage is caused by (a) improper installation, mechanical or electrical, (b) improper power (i.e., voltage, etc.) (c) lightning (d) freezing (e) sand or other abrasive material (f) scale or corrosion build-up due to excessive chemical content. This warranty does not extend to or cover the unit or any part of it which, in the opinion of the Company, has worn by wear and tear, abraded or corroded by fluid pumped or environmental conditions, run in a dry condition, operated at high temperatures or outside the technical specifications of the unit. Mechanical seal failure is not warranted outside of initial start up. Any modification of the original equipment will also void this warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts, nor charges incurred by others without our prior written approval.

This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the intended application and use of the product.

**UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, REGARDLESS OF WHETHER SUCH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DAMAGE OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No rights extended under this warranty may be assigned to any other person, whether by

operation of law or otherwise, without our prior written approval.

If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount for attorney's fees.

### PRICING

All prices provided are guaranteed for only 30 days from the date of written quote, unless otherwise noted. Unless noted, prices do not include applicable taxes or freight costs. Prices are otherwise subject to change without notice. Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. The Company reserves the right to reject any order.

### PAYMENT TERMS

The Company accepts cash, checks, money orders, direct deposit, Visa, MasterCard, Discover and American Express. Credit card payments made on the date of invoice or within 10 business days of invoice date will not incur a fee. Credit card payments made 11 or more business days after the date of invoice will incur a 3% service charge. For Customers with established credit, terms are net, due 30 days following the date of invoice. A finance charge is computed on a periodic rate of 2% per month, which is an annual rate of 24%, on any previous balance not paid within 30 days (minimum service charge of 50¢). Customer agrees to pay all costs of collection and all attorney's fees if the account becomes delinquent and is referred for collection.

### FREIGHT & SHIPPING

Freight terms are FOB the Company dock, unless otherwise noted. Unless other arrangements are made, The Company will ship to an address provided by Customer, by the most efficient means we find. Shipping and handling charges will be added to invoices. The Company is not liable for any delays in shipping or issues related to arrival times and does not guarantee delivery dates.

The Company offers free freight for US and Canadian customers on in-stock orders over \$5,000, delivered to a single location. Free freight cannot be applied to the following product categories: hose, fittings (except grooved fittings), valves (except Munro ball valves, Munro butterfly valves, and Munro foot valves), well pumps, specialty pumps, pump stations, custom products. Free freight also excludes expedited shipping, drop ships and any items that cannot be shipped via common carrier. Free freight orders will ship best method as deemed by the Company. The Company will not be responsible for any re-delivery or dock fees associated with your order.

### RETURN POLICY

- 30-days, new condition – Upon the Company's verification that the product is in new condition, the Company will provide a refund for the price paid less a 15% restocking fee, for all stock items returned in new condition within 30 days of purchase and sent freight prepaid to our factory or nearest authorized service facility. Any returned product that is damaged through misuse, is missing parts, or is in unsellable condition due to Customer tampering will result in the Customer being charged a higher restocking fee based on the condition of the product.
- Custom orders – All custom items are non-refundable. All custom order cancellations must be approved and may be denied or subject to restocking fees and other charges.
- Damaged in shipping – Great care is taken in filling, checking and packing your order. Should your order be damaged or lost in transit, write so on the delivery receipt before signing. If a truck shipment is damaged, please obtain an inspection report from the truck line immediately. The Company will help to resolve the situation to the best of our ability.
- Warranty claim – Please note that the distributor must contact the Company to initiate a Return Merchandise Authorization (RMA) before products are returned to our factory or nearest authorized service facility for warranty consideration.
- Freight – After an RMA is issued, Munro will issue a call tag to pick up the product. If the product is warranted, the Company will cover all freight costs. If the product is deemed ineligible for warranty, Munro will charge the distributor for the shipping both to our factory or nearest authorized service facility and, if the distributor would like the product returned, Munro will also charge for shipping back to the distributor. Munro's Packaging Guidelines must be adhered to.
- For complete warranty procedures and packaging guidelines, please visit: [www.munropump.com/Company-Information/Warranty-statements](http://www.munropump.com/Company-Information/Warranty-statements)

### ENTIRE AGREEMENT

No employee or agent of the Company has been authorized to make any promises, representations or warranties binding the Company, or its parent company, Munro Companies, Inc., or its owners or management, other than those contained here or those which have been reduced to writing and signed by an officer of Munro Companies, Inc. Any verbal or written statements made by an employee or agent which are contrary to the provisions of this Agreement shall be deemed mere expressions of opinion and not binding. This Agreement constitutes the entire agreement between the Company and the Customer with respect to the purchase of equipment, superseding all other agreements, whether oral or written.

**YOUR ACCEPTANCE OF ANY GOODS SUPPLIED BY US, OR ON OUR BEHALF, SHALL, WITHOUT LIMITATION CONSTITUTE ACCEPTANCE OF ALL TERMS, AND CONDITIONS STATED ABOVE.**

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