



GOVERNING LAW & LIMITED WARRANTY FOR PUMPING STATIONS with VARIABLE FREQUENCY DRIVES (VFD)

GOVERNING LAW: It is understood and agreed that these Terms and Conditions of Sale 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.

Further, we warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time periods, when installed and maintained in accordance with our instructions. Systems Products: Two (2) years from date of start up. 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 nonpermanent installation, the first owner who used the product. It is the purchaser's or any sub-vendee's obligation to make known to the ultimate consumer the terms and conditions of this warranty. This warranty gives you specific legal rights, and there may also be other rights which vary from state to state. In the event the product is covered by the Federal Consumer Product Warranties Law (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, (2) this warranty is a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our factory or nearest authorized service station. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply. **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 MANUFACTURE OR AUTHORIZED REPAIR STATION, 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, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on product manufactured by us, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, 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 by 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) sand or other abrasive material (e) scale or corrosion build-up due to excessive chemical content (f) 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 reasonable wear and tear, abraded or corroded by fluid pumped, run in a dry condition, operated at high temperatures or outside the technical specifications of the unit. Any modification of the original equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept 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 application and use of the product.

UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH 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 shall 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.

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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