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 contract of sale brought against us shall be filed and litigated in the federal court of the District of Colorado, or any state court of the State of Colorado, whichever court has jurisdiction over the dispute.

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 for a period of twenty-four (24) months or 3000 hours of operation (whichever occurs first), from the date of sale. In the event of a breakdown or failure of your unit or part thereof, between the periods of twenty-four (24) months and thirty (30) months, from the date of shipment to the Munro distributor, whichever occurs first, from the date of sale, the Company will supply a new or reconditioned part or complete unit, as applicable, without charge and will repair or replace any part or component of your unit at its discretion, or at its option, if the above warranty is voided for any reason. If the above warranty is voided, the customer shall be responsible for all labor and materials costs associated with the repair or replacement of the defective part or unit.

If the packaged pump station is designed, by the Company, to be integrated with a Baseline Inc., 3200 Controller and if the Baseline, Inc. components are installed in the pump station by the Company, and if the Baseline, Inc. components are in use and operating per design parameters at the time of a breakdown or failure of your unit or part thereof, the warranty period is hereby extended to 60 months or 3000 hours of operation (whichever occurs first), from the date of commissioning. The Company does not warrant the whole or any part of the Baseline 3200 irrigation controller nor any Baseline components.

Further, we warrant to our immediate customer and to the ultimate consumer (the “Customer”) that the products of our manufacture will be free of defects in material and workmanship under normal use and service for a period of twenty-four (24) months or 3000 hours of operation (whichever occurs first), from the date of sale. During this warranty period, if the pump station is designed, by the Company, to be integrated with a Baseline Inc., 3200 Controller and if the Baseline, Inc. components are installed in the pump station by the Company, and if the Baseline, Inc. components are in use and operating per design parameters at the time of a breakdown or failure of your unit or part thereof, the warranty period is hereby extended to 60 months or 3000 hours of operation (whichever occurs first), from the date of commissioning. The Company does not warrant the whole or any part of the Baseline 3200 irrigation controller nor any Baseline components.

This warranty shall not apply when damage is caused by (a) improper installation, mechanical abuse, misuse or alteration of, (i.e., voltage, etc.) (b) lightning (e.g., freezing a) flood or other acts of God (f) sand or other abrasive material (g) 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, if, in the opinion of the Company, the warranty has been voided or invalidated by corrosion or wear caused by fluid pumped or environmental conditions, run in a dry condition, operated at high temperatures, used in an improper application or improper installation, or otherwise due to environmental conditions.

This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industrial use, or if the product was subjected to factors beyond our control such as fire, flood, etc.

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.

Your acceptance of any goods supplied by us, or on our behalf, shall constitute your acceptance of all terms, and conditions stated above.

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