

LIMITED WARRANTY FOR WILO SUBMERSIBLE GROUNDWATER PUMPS AND CERTAIN ANCILLARY EQUIPMENT

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WILO USA LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY WILO USA LLC INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

SUBMERSIBLE GROUNDWATER PRODUCTS FOR DOMESTIC AND MUNICIPAL USE

WILO warrants to the original purchaser of the following products that:

(a) 4" TWI, 3HS and TWU pumps shall be free of defects in materials and workmanship for a period of three (3) years from the date of purchase; and

(b) 6", 8", 10" TWI pumps, and all 6" and larger submersible groundwater pumps shall be free of defects in materials and workmanship for a period of two (2) years from the date of purchase.

Such above referenced pumps must be used in permanent installations in accordance with and subject to all requirements of WILO installation and operation instructions, when such installations are operated under normal conditions pumping water at ambient temperature. Normal conditions specifically include a maximum of 8 pump starts per hour on constant speed installations or unlimited pump starts per hour on variable speed installations. Pumps that handle abrasive and corrosive liquids are not covered by this warranty unless specifically agreed to in writing by WILO USA LLC. The above referenced pumps are warranted only for the original application and specific hydraulic conditions.

Motors, electrical control boxes and all other items other than WILO pumps furnished by WILO USA, LLC are covered by a Limited Warranty for a period of one (1) year from the date of original shipment, subject to all of the conditions, limitations and requirements stated herein.

OBLIGATIONS OF WILO

WILO's liability under this warranty shall be limited to, at WILO's option, (a) repairing or replacing, without charge, or (b) refunding the purchase price of any of the aforesaid products that has failed during the applicable warranty period because of defects in materials or workmanship. WILO will not be liable for any costs of removal, reinstallation or transportation or any other charges which may arise in connection with a warranty claim. If WILO determines that any claimed failure is not, in fact, covered by its warranty, purchaser shall pay WILO its then customary charges for any repair or replacement made by WILO.

WILO requires any application using variable frequency drives to use load side filters where power cable lengths are in excess of 50 feet.

This Limited Warranty excludes normal wear and tear and does not cover any failure caused by lightning, single- phasing, incorrect voltage, other defects or interruptions in the power supply or by splicing the electrical cable between the pump control panel and the pumps. This Limited Warranty shall only apply to the type of WILO pumps described above, and shall not apply to any WILO pumps, electrical control equipment, or other items furnished which have been repaired by anyone other than WILO or a WILO Authorized Service Center.

OBLIGATIONS OF PURCHASER

The purchaser shall register WILO products at <u>www.wilosales.com/register</u> no later than the time of commissioning and start-up. Non-registered product shall be warranted for one year from shipment. Registration information provided to WILO will be confidential and not released to any entity except for the purchaser and as needed to a WILO authorized service center.

The purchaser should inspect all shipments/deliveries upon receipt. Damaged products should not be accepted, or signed for as "damaged" on the original bill of lading. WILO must be notified immediately of any shipments which were damaged. Upon receipt of delivery from WILO you have a period of 48hrs to declare any missing material listed on the BOL but not received. After this period WILO USA cannot be responsible for claims of missing items after this time.

All claims under this warranty must be returned to a WILO Authorized Service Center for processing, along with proof of purchase, installation date and, if applicable, replacement date and product registration number. A WILO Authorized Service Center will then contact WILO for final product evaluation and processing. Additional shipping fees may be applied.

EXCLUSIONS AND EXCEPTIONS

The foregoing warranties do not apply to products that are (a) designed by the purchaser or (b) which are specially designed for particular projects, in which case a specific warranty may be negotiated between WILO and the purchaser. The purchaser is responsible for all freight and rigging charges for removing pumps and other items from service and delivery of the pumps and other items to and from a WILO Authorized Service Center. The purchaser is responsible for all repair costs that are deemed to be outside of the scope of WILO's warranty.

WILO will not be liable for damage or wear to products caused by misapplication of product, improperly installed or maintained systems, accident, abuse, misuse, Acts of God, unauthorized alteration or repair, or if the product was not installed in accordance with WILO's published installation and operation instructions. WILO's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation unless the same was installed by WILO with full knowledge that it would be used to pump or circulate such chemicals or abrasives. WILO will not be liable for any damages that may arise through product failure. There are no express or implied warranties beyond those warranties described or referred to above. This limitation of liability may not be enforceable in some states.