

CONDITIONAL 5-YEAR WARRANTY POLICY

WATEROUS warrants, to the original Buyer only, that products and parts manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date the product is first placed in service, or five and one-half (5-1/2) years from the date of shipment by Waterous, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;*
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;*
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent; and*
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation.*
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).*

This warranty is subject to WATEROUS' Conditions of Sale (Waterous Company form number F-2190) as currently in effect all of which are herein incorporated and by this reference made a part hereof.

All other warranties are excluded, whether express or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for purpose. WATEROUS shall not be liable for consequential or incidental damages directly or indirectly arising or resulting from the breach of any of the terms of this limited warranty or from the sale, handling, or used of any WATEROUS product or part. WATEROUS' liability hereunder, either for breach of warranty or for negligence, is expressly limited at WATEROUS' option:

- (A) to the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or*
- (B) to the repair of such product or part, or*
- (C) to the refund or crediting to buyer of the net sales price of the defective product or part.*

Buyer's remedies contained herein are exclusive of any other remedy otherwise available to Buyer.

*Waterous Company
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www.waterousco.com*

WATEROUS

Fire Pumps – Since 1886

F-2113