

Waterous Total Protection Package (TPP-5)

WATEROUS warrants, to the original Buyer only, the Total Protection Package for remedies (a) or (b) below. WATEROUS agrees 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, to furnish the labor required to dismantle and reinstall the product where located at Buyer's premises or, at WATEROUS' option, to reimburse Buyer for its reasonable and accountable costs of such labor.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) 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 terms (see limited warranty supplied with your Waterous product), or
- (b) the repair of such product or part

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com



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