

WATERAX LIMITED WARRANTY

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WHEREAS subject to the following general and specific terms and conditions, WATERAX Inc. (the “**Seller**”) hereby warrants to the original purchaser of the products from WATERAX, (the “**Purchaser**”) that its products, including any pump parts products manufactured by WATERAX (the “**Products**”) sold under Seller’s brands will be free of defects in material and workmanship for the applicable Warranty Period (as set out in full at www.waterax.com/en/support/warranty).

Product	Warranty Period	Coverage
4-Stroke Powered Pumps	Two (2) Years	Limited
2-Stroke Powered Pumps	Earlier of Two (2) Years or One hundred (100) run hours	Limited
Control Panels, Electronics, Manifolds	One (1) Year	Limited
Genuine Parts	Ninety (90) Days	Limited

1. Limitations, exclusions and other terms and conditions applicable for all Products:

- a. The Warranty shall be voided upon the occurrence of any of the following events: (a) the Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended; (b) the Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended; (c) the Product is not properly installed by the Purchaser or its agent or representative; (d) the Product is not properly tested and maintained in accordance with Seller’s product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements; (e) the Product is altered, modified, serviced (with the exception of routine maintenance performed in accordance with the Seller’s product manuals and supplemental instructions as set out in full at www.waterax.com/en/support/warranty, and industry accepted standards and guidelines), or repaired by a person other than the Seller or a person authorized by the Seller to make such alteration or modification or perform such service or repair; (f) the Seller is not paid the full amount of the purchase price for the Product when due; (g) any bad faith invocation of a warranty claim or breach of a purchase agreement by the Purchaser.
- b. The following are excluded from Warranty coverage: (a) non-defective parts worn, exhausted or consumed through normal usage of the Product; (b) any consumable parts normally subject to routine replacement, including but not limited to pump packing, O-rings, gaskets, intake screens, anodes or filters; (c) routine maintenance as specified and in accordance with the Seller’s product manuals and supplemental instructions and guidelines as set out in full at www.waterax.com/en/support/warranty; (d) failure due to compliance with a specification or design provided or required by Purchaser; (e) failure due to improper operation, excess pressure, excess voltage, abuse, misuse, negligence or accidents or other similar causes; (f) failure due to operator error; (g) damage during or after shipment and failure attributable thereto or resulting there from; (h) failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by the Seller; (i) failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Seller brand part, component, product or equipment.

2. Claim Procedure. The claim procedure applicable under this warranty, including any applicable notice and documentation requirements, are set out in full at www.waterax.com/en/support/warranty and constitute an essential term of this Warranty.

3. Repaired and Replacement Product. If requested to do so by the Purchaser the Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to the Purchaser prior to making a final determination as to whether Warranty Coverage is available. If the Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, the Purchaser shall have the option of either (a) having the Product returned to it freight collect without repair or replacement; or (b) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller’s then current standard charges for non-warranty repairs and then returned to Purchaser freight collect. The Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements. Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

4. Limitation of Liability: Seller’s warranty as set forth herein is seller’s sole and exclusive warranty and is in lieu of all other warranties, express or implied, including, but not limited to, all warranties of merchantability, quality, course of dealing, usage of trade, fitness for a particular purpose and non-infringement. The rights and remedies set forth herein are the sole and exclusive rights and remedies against seller, except for the specific liabilities and obligations provided herein, seller shall have no liability or obligation with respect to any product claimed to be defective in any manner.

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