

**EBARA INTERNATIONAL CORPORATION
ROCK HILL, SOUTH CAROLINA
COMMERCIAL PUMP/ PRODUCTS LIMITED WARRANTY
(EXCEPT MODEL OPTIMA SUMP PUMPS)**

Ebara International Corporation, Rock Hill, SC ("EIC-RH") warrants to the original purchaser only ("Customer") that the EIC-RH Commercial Pump/Product ("Pump") will be free of defects in workmanship and material for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment by EIC-RH, whichever comes first, provided that notification of any such defect is promptly given in writing to EIC-RH. Customer may be required at EIC-RH's request to verify that it is the Customer of the Pump and that the Pump was installed and operated in accordance with EIC-RH's instructions.

EIC-RH's sole obligation under this warranty will be to repair or replace with a new or reconditioned Pump, such Pump as has failed or has been found to be defective during the warranty period, or at EIC-RH's sole option, to refund to the customer an equitable part of the purchase price. In no event shall EIC-RH's cost responsibility exceed the initial purchase price paid by the Customer for the Pump.

EIC-RH shall be liable only for the cost of the Pump, or the cost of repair or replacement of any defective Pump. Customer shall be responsible for labor, cost of removal and installation at Customer's premises, transportation and insurance costs to EIC-RH and any other incidental costs.

This warranty is void and does not apply if damage is caused by improper installation, improper maintenance, accident, alteration, abuse, misuse or if the Pump has been disassembled prior to warranty evaluation without written authorization from EIC-RH.

Warranty service and information for return procedures will be provided by EIC-RH upon receipt of written notice describing the defect or problem to:

Ebara International Corporation
Warranty/Claims
1651 Cedar Line Drive
Rock Hill, SC 29730
803-327-5005 Phone
803-327-5097 Fax

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY ON THIS PUMP, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED FROM THE TERMS OF THIS WARRANTY. EIC-RH'S SOLE OBLIGATION IN CASE OF ANY DEFECT WILL BE TO PROVIDE THE WARRANTY SERVICE SPECIFIED ABOVE. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EIC-RH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

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