

EBARA Pumps Americas Corporation Standard Pump Division

1651 Cedar Line Drive, Rock Hill, South Carolina 29730 USA P: (803) 327-5005 F: (803) 327-5097 www.pumpsebara.com

MODEL OPTIMA NO FAULT LIMITED WARRANTY (MODELS 3MS-1 AND 3AS-1 ONLY)

Ebara Pumps Americas Corporation (EPAC) warrants to the original purchaser only ("Customer") that the EPAC Commercial Pump/Product ("Pump") **Model 3MS-1 and/or 3AS-1 ONLY** 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 EPAC, whichever comes first, provided that notification of any such defect is promptly given in writing to EPAC. Customer may be required at EPAC's request to verify that it is the Customer of the Pump and that the Pump was installed and operated in accordance with EPAC's instructions for sump pumps noted in the furnished instruction manual.

EPAC's sole obligation under this MODEL OPTIMA NO FAULT LIMITED WARRANTY will be to replace the Pump or at EPAC's sole option, to refund the Customer an equitable part or the entire purchase price. In no event shall EPAC's cost responsibility exceed the initial purchase price paid by the Customer for the Pump. Freight charges for replacement Pumps under this MODEL OPTIMA NO FAULT LIMITED WARRANTY are the responsibility of the Customer.

To obtain MODEL OPTIMA NO FAULT LIMITED WARRANTY consideration, the original Pump label sticker affixed to the Pump must be removed, submitted and received by EPAC before replacement Pump or refund is provided at:

Ebara Pumps Americas Corporation Attn: Optima Claims Processing 1651 Cedar Line Drive Rock Hill, SC 29730 803-327-5005 Phone 803-327-5097 Fax

EPAC shall be liable only for the cost of the replacement Pump. Customer shall be responsible for labor, cost of removal and installation at Customer's premises, transportation and insurance costs to EPAC 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, or misuse.

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. EPAC'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 EPAC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.