

# 8 Product warranty

## Commercial warranty

**Warranty.** For goods sold to commercial buyers, Seller warrants the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless a longer period is specified in the product documentation (the "Warranty").

Except as otherwise required by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty provided Buyer gives written notice to Seller of any defects in material or workmanship within ten (10) days of the date when any defects or non-conformance are first manifest. Under either repair or replacement option, Seller shall not be obligated to remove or pay for the removal of the defective product or install or pay for the installation of the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have sole discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall terminate Seller's obligations under this Warranty and render the Warranty void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that have been: (a) repaired by third parties other than Seller or without Seller's written approval; (b) subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) damaged from ordinary wear and tear, corrosion, or chemical attack; (e) damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) damaged due to a defective power supply or improper electrical protection; or (g) damaged resulting from the use of accessory equipment not sold or approved by Seller. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE REQUIRED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE DEFECTIVE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

## Limited consumer warranty

**Warranty.** For goods sold for personal, family or household purposes, Seller warrants the goods purchased hereunder (with the exception of membranes, seals, gaskets, elastomer

materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the product date code, whichever shall occur first, unless a longer period is provided by law or is specified in the product documentation (the "Warranty").

Except as otherwise required by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty provided Buyer gives written notice to Seller of any defects in material or workmanship within ten (10) days of the date when any defects or non-conformance are first manifest. Under either repair or replacement option, Seller shall not be obligated to remove or pay for the removal of the defective product or install or pay for the installation of the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have sole discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall terminate Seller's obligations under this Warranty and render this Warranty void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest.

Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that have been: (a) repaired by third parties other than Seller or without Seller's written approval; (b) subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) damaged from ordinary wear and tear, corrosion, or chemical attack; (e) damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) damaged due to a defective power supply or improper electrical protection; or (g) damaged resulting from the use of accessory equipment not sold or approved by Seller. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS PROVIDED IN PLACE OF ALL OTHER EXPRESS WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF INSTALLATION OR EIGHTEEN (18) MONTHS FROM THE PRODUCT DATE CODE, WHICHEVER SHALL OCCUR FIRST. EXCEPT AS OTHERWISE REQUIRED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE DEFECTIVE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To make a warranty claim, check first with the dealer from whom you purchased the product or visit [www.xyleminc.com](http://www.xyleminc.com) for the name and location of the nearest dealer providing warranty service.