



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

LIMITED WARRANTY MUNICIPAL: PERMANENT INSTALLATIONS

Ebara Pumps Americas Corporation (EPAC) warrants for a period of five (5) years or ten thousand (10,000) hours of operation, whichever shall first occur, measured from the date of shipment from EPAC (the Warranty Period), the Equipment of its own manufacture against defects in material and workmanship, when installed, used and maintained in accordance with instructions as provided by EPAC in permanent municipal installations under the following conditions of service only:

- 1) Raw Sewage; or
- 2) Municipal Wastewater; or
- 3) Potable or Raw Water; or
- 4) Storm Water; and
- 5) Liquids must be abrasive-free and non-corrosive.

This is a LIMITED warranty. The following are CONDITIONS OF WARRANTY:

- 1) Only Municipal Applications are qualified to participate hereunder;
- 2) Start-Up Procedures in accordance with instructions provided by EPAC must be properly completed, and a report confirming same must be prepared & submitted with all warranty claims.
- 3) Elapsed-time meters must be installed and be operational within the electrical control panel;
- 4) All EPAC-prescribed maintenance procedures must be followed, documented and proof thereof submitted to EPAC with any warranty claim hereunder;
- 5) Each warranty claim must be submitted in accordance with EPAC's Warranty Procedures, which require notification to EPAC and assignment by EPAC of a Materials Return Authorization (MRA) number. EPAC's Warranty Procedures are provided with each item of EPAC Equipment sold hereunder by EPAC.
- 6) Any repairs to EPAC Equipment, whether warranty claims or otherwise, by other than an EPAC-authorized repair or service facility may invalidate the warranty hereunder.

If a defect appears in the EPAC Equipment warranted hereunder during the Warranty Period and Purchaser has given EPAC immediate written notice of same, EPAC will either repair the part, or replace the part, by shipping a similar part F.O.B. EPAC's shipping point, or at its option grant a credit reimbursement or refund an equitable portion of the purchase price. EPAC may require Electrical System Schematics (including Bills of Materials) and other data regarding maintenance and applications, as well as return of the Equipment, transportation prepaid, to substantiate and validate the warranty claim. The warranty shall not apply to any Equipment which has been subjected to misuse, accident or neglect or used in any manner not consistent with the applications disclosed to EPAC at the time of purchase, or to Equipment damaged due to defective power supply, incorrect electrical protections or faulty installation or maintenance. All costs of field labor, removal, reinstallation and transportation shall be borne by the Purchaser.

The Warranty Period shall not be suspended or tolled upon stopping operations for the warranty repairs, nor recommence upon completion of said repairs, but rather shall run continuously from commencement until normal expiration. Repair parts shall carry no greater warranty than the remaining balance of the underlying Equipment into which the repair part may be installed, expiring at the same time as said underlying warranty.

This is a pro rata limited warranty. EPAC will pay the following share of the cost of replacement or repair parts:

Warranty Period Following Shipment

Lesser of:

Months:	0-18	19-39	40-60
Hours of Operation:	0-3000	3001-6500	6501-10000
Warranty Repair Costs:	100%	50%	25%



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This is EPAC's sole and exclusive warranty. It applies only to EPAC Equipment, including QDC (Quick Discharge Connector) Power Cables when originally purchased with EPAC Equipment, but specifically excludes all other equipment of others' manufacture, whether or not such equipment is included in EPAC's scope of supply hereunder. Such other equipment is warranted only by its manufacturer.

EPAC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY EPAC AND EXCLUDED FROM THESE TERMS AND CONDITIONS OF SALE. The Purchaser's sole and exclusive remedy, whether in warranty, tort or contract, including negligence, will be to proceed under this warranty. All liability of EPAC shall terminate no later than the expiration of the Warranty Period. EPAC SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.