

## LIMITED WARRANTY

This Limited Warranty is provided for Consumer Products sold in the United States and applies only to Consumer Transactions purchased in the United States from authorized distributors as defined in and applicable under the Magnuson-Moss Warranty Act and any other applicable Federal and/or state laws. Products purchased from unauthorized sellers may not be eligible for coverage under this Limited Warranty. For any details not explicitly covered in these Limited Warranty terms and in the case of non-Consumer Products, please refer to DAB Pumps' warranty terms defined in DAB Pumps' US Terms and Conditions of Sale of Product and Services. For a list of unauthorized distributors, visit [www.dabpumps.us/unauthorized](http://www.dabpumps.us/unauthorized), list subject to change.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### DURATION OF THE WARRANTY

DAB Pumps Inc. ("DAB Pumps") is committed to supplying Products in compliance with this Limited Warranty. New products manufactured by DAB Pumps are warranted to the end-user only and are to be free from defects in design, material and workmanship under normal use and service for no greater than a period of 24 (twenty-four) months from the date of purchase by, or on behalf of the end-user, but no later than 30 (thirty) months from the date of production, or the minimum period required by the applicable state law (the "Warranty Notification Period").

### WARRANTY TERMS

Claims under this Limited Warranty must be made in writing to DAB Pumps at the address below without undue delay, and in no event later than the expiration of the Warranty Notification Period. Your claim must include proof of purchase and an explanation of the defect, the date the defect occurred, and any circumstances surrounding the defect. You will be responsible for all costs associated with returning the defective product, however if State law requires DAB Pumps to pay for the cost of shipment, then you should contact DAB Pumps' customer service department at [service.us@dabpumps.com](mailto:service.us@dabpumps.com) to arrange a warranty claim.

DAB Pumps' obligation under this warranty is limited to the repair or replacement of any defective part or product, provided that such part or product is, upon request, returned to the DAB Pumps factory from which it was shipped, transportation prepaid by you. DAB Pumps will remedy defective parts as soon as is reasonably possible within normal working hours.

The repair or the replacement of either the Product or any components shall not result in any extension or renewal of the warranty period, which shall remain unvaried and shall continue to be active from the date of delivery or purchase of the same. The remedy of repair or replacement is the only remedy available to you for defective products or services. Subject to DAB Pumps' obligations under this Limited Warranty, DAB Pumps has no other liability to you, whether for breach of contract, negligence, or otherwise with respect of any defect in a product or service.

Any defective parts or products returned to DAB Pumps will be discarded, unless you request in writing, within 5 days of DAB Pumps' receipt of the defective parts or products, that DAB Pumps return the products to you. You must pay the shipping costs associated with the return of any defective parts or products.

This Limited Warranty does not cover any costs associated with the removal and/or reinstallation of DAB Pumps products, or costs associated with the installation of replacement products, including any products installed while repairs are being carried out by DAB Pumps. In no event shall DAB Pumps be liable for any direct, indirect, punitive, incidental, special, or consequential damages to property or persons arising out of or connected with the use or misuse of DAB Pumps products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

At the same way DAB Pumps does not guarantee the operational continuity of service, including for the system connected to the non-conforming/defected Product.

This Limited Warranty expressly in lieu of any other express warranties. Any implied warranties under Federal or State law shall be limited in duration to the Warranty Notification Period, to the extent permissible by applicable law. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This Limited Warranty shall not apply to any equipment, parts, and/or work manufactured or performed by any entity other than DAB Pumps. With respect to such equipment, parts, or work, DAB Pumps' only obligation shall be to assign to you the warranties provided by the manufacturer or supplier providing such equipment, parts or work.

### WARRANTY LIMITATIONS

This Limited Warranty does not cover defects and product faults in the following cases:

- if the defect or fault is due to drawings, designs, information, instructions, software, materials, semi-finished products, or components supplied by you, or by any other party acting on your behalf;
  - if the defect or fault is due to product tampering, or repairs/modifications not carried out by DAB Pumps, or by an authorized third party;
  - if the defect or fault is caused by failure to follow DAB Pumps' instructions in relation to proper storage, installation, operation or maintenance;
  - if the defect or fault is due to the use of erosive or corrosive liquids and/or any liquids not contemplated in the documentation delivered with the product;
  - if the defect or fault is due to the use of liquids with the presence of suspended solids in quantities greater than what is permitted;
  - if the defect or fault is due to normal wear and tear;
  - if the defect or fault is due to a proven shortfall or default of the electric system, the supply system, or changes resulting from environmental or climate conditions, or conditions of any other nature;
  - if the defect or fault is due to improper and incorrect use of the product, or if the product is used for purposes other than its intended purpose;
  - if the defect or fault has been caused by defects in the plant or equipment in which the product is installed;
  - if the product is used in a commercial, industrial, rental, or other non-consumer application, or otherwise outside a Consumer Transaction as defined by applicable law
- if the product or goods are damaged during transport carried out by the customer or by transporters appointed by the customer.

### INFORMAL DISPUTE RESOLUTION

In the event that you believe DAB Pumps has been unable to satisfactorily address defective parts or products under this Limited Warranty, an informal dispute settlement ("IDS") program operated by the Council of Better Business Bureaus, Inc. ("BBB") is available to you. You can find more information about BBB's IDS program at: <https://www.bbb.org/all/bbb-dispute-handling-and-resolution/rules-for-informal-dispute-settlement>. If you wish to initiate the IDS program, please contact DAB Pumps using the contact information above, or the BBB directly.

The BBB will, in most cases, send you a final decision within 40 days unless you delay the process. If you do not accept the decision, it will not be legal binding on you or DAB Pumps. However, in some states, if the decision is not accepted, it may be introduced either by you or by DAB Pumps, as evidence in any potentially related court action.

The IDS program is an informal dispute settlement mechanism operated to comply with Federal law and regulations. Before pursuing legal remedies under Title I of the Magnuson-Moss Warranty Act, you must first use the IDS program, where permitted by applicable law. If you choose to seek remedies other than those created by Title I of the Magnuson-Moss Warranty Act, that Federal Act does not require you to first use the IDS program.