

[Warranty Agreement]



Covered Product:

QuantumFlo Commercial Plumbing Packages Single or Multi-Pump Skid with integrated Controls

Model Numbers: Prodigy, Genius E, Genius V and WisperFlo

Limitation of Damages

In no event shall QuantumFlo, Inc. be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

Warranty Coverage

QuantumFlo, Inc. warrants the Covered Product to be free of all defects in material and workmanship for Five Years (5) from the date of shipment. This warranty extends to the original buyer (only or and each successive buyer within the warranty period).

Within the period of this warranty, QuantumFlo, Inc. will repair or replace, free of charge; any part which has been **proven to be defective in materials or workmanship**. All warranty repairs and service must be performed by an authorized QuantumFlo, Inc. technician, its assigns or at an authorized QuantumFlo, Inc. service facility at the discretion of QuantumFlo.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by QuantumFlo, Inc. except for the following expenses, which shall be assumed by the buyer:

- Removal and replacement of the defective part(s)
- Any technical evaluation by the component manufacturer that did not result in a warranty claim or damage caused by parts not procured or not procured through QuantumFlo.
- Damage as a result of poor power conditions or acts of God, such as a direct lightning strike.
- Damage as a result of shipping or other negligence, either hidden or obvious due to mishandling of the product, dropping or impacts by moving machinery.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- Service calls to correct the installation of the Covered Product, or commissioning related activities.
- Repairs necessitated by use other than normal usage as per Operations & Maintenance Manuals.
- Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
- Corrective work necessitated by repairs made by anyone other than a QuantumFlo, Inc. authorized service technician.
- Normal maintenance items such as filters, seals, grease and other maintenance required by Operations Manual.

How to obtain warranty service

The buyer should carefully pack the Covered Product, preferably in the original packing materials or replacement part packing, and deliver it, together with a copy of the return material authorization form, to QuantumFlo or the Authorized Motor Service Center for motors (only):

- If the buyer sends the product by U.S. mail, we recommend that the buyer insure it and send it return receipt requested. We accept no liability for products lost or misplaced in shipment.
- Upon discovery of any defect, malfunction, or nonconformity in the Covered Product, the buyer may choose one of the following options for obtaining warranty service and repairs

QuantumFlo local representative responsibilities include:

- Assistance in the return or repair of the Covered Product to conform to the applicable warranty via RMA.
- Direct the buyer to a reasonably close independent repair or service facility. (i.e. Motor repairs)
- Replace the Covered Product with goods that are identical or reasonably equivalent to the warranted goods.

The Local Representative (at his option) may secure the services of an independent factory authorized repair or service facility for the service or repair of the Covered Product, when service or repair of the goods can be economically accomplished and when the buyer is not furnished appropriate relief. **It is the responsibility of the Local Sales Representative to compensate said local independent authorized repair or service facility at his own expense for labor related to this repair or service.**

Start-up and Commissioning:

It is the responsibility of the Local Representative to properly document and send in registration documentation or on-line commissioning data as necessary for the Covered Product to be registered as equipment subject to this Warranty. This will facilitate any warranty repairs or service, if needed. **QuantumFlo reserves the right to deny service on any equipment that has not been appropriately documented for inclusion into service.**

Notice to Buyer

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to QuantumFlo within 30 Days of the Commissioning of the system. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.