

# AGREEMENT

#### **Covered Product:**

QuantumFlo RWH Filtration Units

## **Limitation of Damages**

In no event shall QuantumFlo, A Wilo Brand, 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, A Wilo Brand, warranties the Covered Product(s) to be free of all defects in material and workmanship for One Year (1yr) from Initial Startup. Startup must be completed within Six Months (6mo) from date of shipment. This warranty shall not exceed Eighteen Months (18mo) from date of shipment regardless of initial startup date. This warranty extends to the original buyer (only, or/and each successive buyer within the warranty period). Within the period of this warranty, QuantumFlo, A Wilo Brand, 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, A Wilo Brand, technician, or at an authorized QuantumFlo, A Wilo Brand, service facility at the discretion of QuantumFlo, A Wilo Brand. All expenses related to replacing or repairing a defective part under this warranty shall be assumed by QuantumFlo, A Wilo Brand, 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 through or not produced by 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(s), 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, A Wilo Brand, 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(s), 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, A Wilo Brand, 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(s), QuantumFlo, A Wilo Brand, may choose whether to repair or replace said item at its discretion. Final evaluation may be done by either QuantumFlo, A Wilo Brand, or the manufacturer, its representative, or its distributor.

## **QuantumFlo Local Representative Responsibilities Include:**

- Assist in the return or repair of the Covered Product(s) to conform to the applicable warranty via RMA.
- Direct the buyer to a reasonably close independent repair or service facility (for motor repairs).
- Replace the Covered Product(s) with goods that are identical or reasonably equivalent to the warrantied goods.

The Local Representative (at his or her option) may secure the services of an independent factory authorized repair or service facility for the service or repair of the Covered Product(s), 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 in law or equity to resolve disputes concerning to 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, A Wilo Brand, 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.







