

LIMITED WARRANTY FOR WILO BUILDING SERVICES PRODUCTS AND CERTAIN ANCILLARY EQUIPMENT

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WILO USA LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY WILO USA LLC INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

LENGTH AND SCOPE OF WARRANTY

WILO warrants to the original purchaser of the following products that:

- (a) Residential Business Services Products (Classic Star, Circo Star, Stratos ECO and Z-15 circulator pumps, as well as SP Series submersible sump and sewage pumps) shall be free of defects in materials and workmanship for a period of three (3) years from the date of purchase:
- (b) Commercial Building Services Stratos Products (Stratos, Stratos D, Stratos Z) shall be free of defects in materials and workmanship for a period of four (4) years from the date of purchase; prior to commissioning, an additional six (6) month extension shall be provided to original purchases if the commissioning and initial start-up of the Stratos units is performed by WILO or a WILO Authorized Service Center; and the limited warranty provided can be extended for an additional six (6) months through the purchase of a WILO service contract prior to commissioning;
- (c) Commercial Building Services Products (TopS, TopZ, Stratos GIGA, IPL, IL, NL SCP, MVI, MVIS, Helix and MC/MP) shall be free of defects in materials and workmanship for a period of two (2) years from the date of purchase;
- (d) Packaged Building Systems Products (COR and Helix Booster Systems) shall be free of defects in materials and workmanship for a period of one (1) year from the date of purchase; and
- (e) MTS pumps received within one (1) year from the date of purchase shall be repaired at no charge; pumps received in year two (2) from the date or purchase shall be repaired at a cost of fifty percent (50%) of the then-current WILO listed sale price of parts and labor

OBLIGATIONS OF WILO

WILO's liability under this warranty shall be limited to, at WILO's option, (a) repairing or replacing, without charge, or (b) refunding the purchase price of any of the aforesaid products that has failed during the applicable warranty period because of defects in materials or workmanship. WILO will not be liable for any costs of removal, reinstallation or transportation or any other charges which may arise in connection with a warranty claim. If WILO determines that any claimed failure is not, in fact, covered by its warranty, purchaser shall pay WILO its then customary charges for any repair or replacement made by WILO.

Commissioning and initial start-up of WILO COR and MTS units shall be performed by WILO or a WILO Authorized Service Center, and a written start-up report shall be generated by WILO. A copy of the start-up report shall be made available to the purchaser. Should a WILO COR or MTS unit require a repair during the warranty period, WILO, or a WILO Authorized Service Center, shall provide re-commissioning of the repaired pump at no charge to the purchaser and issue a new start-up report. Operation of a WILO COR or MTS unit without an approved start-up shall make any warranty from WILO null and void without written permission from an officer of the company of WILO.

OBLIGATIONS OF PURCHASER

The purchaser is responsible for all freight and rigging charges for removing pumps from service and delivery of the pumps to and from a WILO Authorized Service Center. The purchaser is responsible for all repair costs that are deemed to be outside of the scope of WILO's warranty. The purchaser should inspect all shipments/deliveries upon receipt. Damaged products should not be accepted, or signed for as "damaged" on the original bill of lading. WILO must be notified immediately of any shipments which were damaged. Upon receipt of delivery from WILO you have a period of 48hrs to declare any missing material listed on the BOL but not received. After this period WILO USA cannot be responsible for claims of missing items after this time.

All claims under this warranty must be returned to a WILO Authorized Service Center for processing, along with proof of purchase, installation date and, if applicable, replacement date and product registration number. A WILO Authorized Service Center will then contact WILO for final product evaluation and processing. Additional shipping fees may be applied.

EXCLUSIONS AND EXCEPTIONS

The foregoing warranties do not apply to products that are (a) designed by the purchaser or (b) which are specially designed for particular projects, in which case a specific warranty may be negotiated between WILO and the purchaser. The foregoing warranties also do not apply to products that are sold by, but not manufactured by WILO, in which case WILO shall assign to the purchaser any warranty that was made by the manufacturer with respect to such product.

WILO will not be liable for damage or wear to products caused by misapplication of product, improperly installed or maintained systems, accident, abuse, misuse, Acts of God, unauthorized alteration or repair, or if the product was not installed in accordance with WILO's published installation and operation instructions. Please visit www.wilo-usa.com for a copy of our installation and operation instructions. WILO's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation unless the same was installed by WILO with full knowledge that it would be used to pump or circulate such chemicals or abrasives. WILO will not be liable for any damages that may arise through product failure. There are no express or implied warranties beyond those warranties described or referred to above. This limitation of liability may not be enforceable in some states