



EXCEL FLUID GROUP, LLC

Excel Fluid Group • 5350 W 137<sup>th</sup> Street • Brook Park, OH 44142

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## **Equipment Warranty & Responsibility Statement**

EXCEL FLUID GROUP (EFG) warrants that products of our manufacture will be of quality construction, free of defects in material and workmanship under normal use and service when installed and maintained in accordance with our instructions. This warranty is a limited warranty and no claims of any nature whatsoever shall be made against EFG, until the ultimate consumer, their successor, or assigns, notifies EFG in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our factory. The aluminum fabricated structure of the station enclosure shall be warranted for two (2) years to resist UV damage, corrosion from moisture, soil, septic fluids, or structural failures occurring in normal service, when installed in accordance with our instructions.

All equipment, apparatus, and parts furnished shall be warranted for 12 months or to the extent that is covered by the applicable manufacturer's warranty, except items that are normally consumed in service, such as oils, grease, packing, gaskets, o-rings, etc. It is not intended that the pump station manufacturer assume liability for consequential damages or contingent liabilities arising from failure of any vendor supplied product or part which fails to properly operate, however caused.

Consequential damages resulting from defects in design or delays in delivery are also beyond the manufacturer's scope of liability.

Unless expressly stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by EFG, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications, must be in writing and such writing must be signed by an authorized representative of EFG.

Due to inaccuracies in field testing if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control.

This warranty shall not apply when damage is caused by (a) Act of God, (b) improper installation, (c) improper voltage, (d) lightning, (e) excessive sand or other abrasive material, (f) scale or corrosion build-up due to excessive chemical content, or (g) clogging due to improper media in piping system.

Any modification of the original equipment will also void the warranty. EFG will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will EFG accept charges incurred by others without prior written approval. This warranty is void if inspection by EFG reveals the product was used in a manner inconsistent with normal industry practice and/or our specific instructions/recommendations. The purchaser is responsible for the communication of all necessary information regarding the application and use of the product.



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Under no circumstances will EFG be responsible for any other direct or consequential damages, including but not limited to travel expenses, rented equipment, outside contractor fees, unauthorized repair shop expenses, lost profits, lost income, labor charges, delays in production, idle production, which damages are caused by any defects in material and/or workmanship and/or damage or delays in shipment. This warranty is expressly in lieu of any other express or implied warranty, including any warranty of merchantability or fitness for a particular purpose.

No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval.

The warranty shall become effective upon the acceptance by the purchaser or the purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment, whichever occurs first.

Furthermore, EXCEL FLUID GROUP will be responsible to answer and resolve issues that may arise regarding the functionality, performance and operation of the equipment. Any equipment provided in which a warranty situation arises, EFG will liaison with the equipment manufacturer to provide replacement equipment to the extent that is covered by the manufacturer's warranty. Any service calls to jobsite will be subject to EFG service schedule and rates.

**EXCEL FLUID GROUP Management Team**