

5-YEAR LIMITED PRODUCT WARRANTY

WARREN RUPP PRODUCT WARRANTY Warren Rupp®, SANDPIPER®, MARATHON®, PortaPump®, SludgeMaster™ and Tranquilizer® Products

Warren Rupp, Inc. (“Warren Rupp”) warrants to the original end-use purchaser that no product sold by Warren Rupp that bears a Warren Rupp brand shall fail under normal use and service due to a defect in material or workmanship within five years from the date of shipment from Warren Rupp’s factory. Warren Rupp brands include Warren Rupp®, SANDPIPER®, MARATHON®, PortaPump®, SludgeMaster™ and Tranquilizer®.

If Warren Rupp determines that a product bearing a Warren Rupp brand has failed under normal use and service due to a defect in material or workmanship within the warranty period for such product, Warren Rupp will repair or replace such product at no charge to the original end-use purchaser. The determination to repair or replace shall be made by Warren Rupp in its sole discretion. The repaired or replacement product shall be shipped to the original end-use purchaser freight collect unless the original end-use purchaser makes other arrangements for shipment. The original end-use purchaser shall bear all risk of loss or damage during shipment. Repair or replacement does not extend the original warranty period for a product, and any warranty repair or replacement is warranted only for the balance of the original warranty period.

Statements and data relating to products on Warren Rupp’s websites and in promotional marketing and technical literature and materials are not intended to define the performance of any product under actual conditions or when used for specific applications, are not warranties, and should not be relied upon in determining the performance of products under actual conditions or the suitability of products for specific applications.

The above warranty and repair or replacement obligation does not apply to or include:

- Any product that is not sold by Warren Rupp as new
- Any accessory or other product that does not bear a Warren Rupp brand (In the case of such products, any warranty is limited to a pass through to the original end-use purchaser of any warranty received from the manufacturer to extent such pass through is permitted by the manufacturer)
- Any product that fails other than during normal use and service or that fails outside the warranty period for such product
- Normal wear and tear
- Any product that Warren Rupp determines (a) was tampered with, disassembled, repaired, modified or altered without the prior written authorization of Warren Rupp, (b) damaged during or after shipment, (c) used to pump material that the product was not designed to pump or otherwise used for a purpose or under conditions that differ from those for which it was designed, (d) not properly maintained or operated or otherwise misused, or (e) subjected to abnormal use or service.
- Any party other than the original end-use purchaser
- Field repair, removal, reinstallation, labor, freight or other similar items

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To be eligible for warranty repair or replacement, the original end-use purchaser must notify Warren Rupp of the product failure in writing within the warranty period for such product and, if requested by Warren Rupp, the product must be promptly returned for inspection, freight prepaid, to either Warren Rupp's factory at 800 North Main Street; Mansfield, Ohio 44902, USA, or to a Warren Rupp authorized distributor. The original end-use purchaser must also promptly provide Warren Rupp or its authorized distributor with all such information as either of them may request concerning the maintenance, operation, use and failure of any product that is claimed to have failed due to a defect in material or workmanship. Return of a product to Warren Rupp's factory requires a Return Goods Authorization (RGA) from Warren Rupp, and the RGA No. must be included with the returned product. The original end-use purchaser shall bear all risk of loss or damage during shipment.

THIS PRODUCT WARRANTY IS WARREN RUPP'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES UNDER THIS PRODUCT WARRANTY ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST WARREN RUPP WITH RESPECT TO ALL PRODUCTS. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED UNDER THIS PRODUCT WARRANTY, WARREN RUPP SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT.

UNDER NO CIRCUMSTANCES SHALL WARREN RUPP HAVE ANY LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, INJURY, LIABILITY, OBLIGATION, COST OR EXPENSE THAT DIRECTLY OR INDIRECTLY RELATES TO OR ARISES OUT OF THE USE OR FAILURE OF ANY PRODUCT OR ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, LOSS OF PROFITS, LOSS OF MATERIAL BEING PUMPED, DOWN TIME, LOSS OF PRODUCTION, LOSS OF CONTRACTS, OR DAMAGE TO REPUTATION OR GOOD WILL, WHETHER OR NOT WARREN RUPP WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, WARREN RUPP'S LIABILITY IN CONNECTION WITH ANY INDIVIDUAL PRODUCT SHALL BE LIMITED TO THE ORIGINAL PRICE PAID TO WARREN RUPP FOR SUCH PRODUCT.

No Warren Rupp authorized distributor or other person is authorized to modify this Product Warranty or impose any liability or obligation on Warren Rupp other than expressly provided herein.

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Warren Rupp, Inc.
800 North Main Street • Mansfield, OH 44902 USA
Phone: 419.524.8388 • Fax: 419.522.7867
www.warrenrupp.com

