

## **LIMITED WARRANTY FOR *PRIMETIME PUMPS***

- A. The manufacturer, subject to the limitations contained below, will at its option, repair or replace, without charge for parts or labor only, any part of a new Primetime Pump which is found, upon examination by the manufacturer, to be defective in material and/or workmanship if received by the manufacturer for examination within 12 months from the date of purchase.
- B. **PRODUCTS AND ITEMS NOT WARRANTED**
1. Alterations or modifications of Primetime Pumps  
All obligations under this warranty shall be terminated if the new Primetime Pump is altered or modified in any way.
  2. Accidents, normal maintenance, failure to follow Primetime Pump Installation and Maintenance Manual.
  3. Any Primetime Pump which is not completely and properly decontaminated prior to return to the manufacturer.
  4. Any Primetime Pump returned without identification of the material pumped by the Primetime Pump on the "Return Goods Authorization Form."

This warranty covers only parts of a new Primetime Pump which are found upon examination to be defective in material or workmanship as delivered to the original consumer purchaser. This warranty does not cover defects caused by depreciation or damage caused by normal wear, accidents, improper maintenance, improper use or abuse of the product, failure to follow the instructions contained in the Installation and Maintenance Manual for the operation of the pump and parts. The cost of normal maintenance and replacement of service items which are not defective shall be paid for by the original consumer purchaser. This warranty is VOID if a Primetime Pump is not decontaminated prior to the return to the manufacturer or if the material pump is not identified as provided below.

### **SECURING WARRANTY SERVICE**

- C. Warranty service can be arranged by contacting Warranty Department, 2145 Calumet St., Clearwater, Florida 33765. Warranty service can only be performed by the manufacturer. At the time of requesting warranty service, evidence must be presented of the date of installation. The manufacturer, at its option, will supply you with a "Return Goods Authorization Form" (RGA) or will prepare an RGA on your behalf and provide you with an RGA reference number. The product pumped must be identified on the RGA. All parts returned to the manufacturer for any reason must be completely and properly decontaminated prior to delivery to the manufacturer. If the product pumped requires a Material Safety Data Sheet ("MSDS"), reference to this fact must be indicated under "Application Information" on the RGA form which must be returned with the part(s) or if an RGA was completed on your behalf you must provide your RGA reference number. A copy of the MSDS must also be included with the returned RGA forms or with your RGA reference number. New or unused parts need not be decontaminated. This fact must be indicated under "Application Information" on the RGA form which must be returned with the part(s). The original consumer purchaser shall pay any charges for making service calls and/or for transporting the product to and from the place where the inspection and/or warranty work is performed. The part submitted for inspection and/or warranty work will be returned to the sender at the sender's expense or scrapped at the manufacturer. No credits will be issued. The original consumer purchaser shall be responsible for any damages or loss incurred in connection with the transportation of the Primetime Pump and/or of part or parts of the Primetime Pump submitted for inspection and/or warranty work.

### **NO ADDITIONAL WARRANTIES OR REPRESENTATIONS**

- D. The foregoing EXPRESS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. Neither the manufacturer nor any of its affiliates make any warranties, representations or promises, written or verbal, as to the quality of the Primetime Pump or its parts other than those set forth herein.

### **LIMITATION OF DAMAGES**

- E. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES AND/OR EXPENSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other legal rights which vary from state to state.

### **NO DISTRIBUTOR/DEALER WARRANTY**

- F. The manufacturer neither assumes nor authorizes any other person, natural or corporate, to assume for the manufacturer any other obligations or liabilities in connection with or with respect to any part or parts of a Primetime Pump. The seller, dealer or distributor of a part or parts of a Primetime Pump has no authority to make any representation or promise on behalf of the manufacturer or to modify the terms or limitations of this warranty in any way. The seller, dealer or distributor makes no warranty of his own on any item warranted by the manufacturer and makes no warranty on other items, unless such seller or dealer delivers to the purchaser a separate written document in which the seller or the dealer individually and specifically on its own behalf, warrants the terms of items.