

# **PerformancePro Pumps Artesian Series Limited Warranty**

PerformancePro Pumps warrants its single and two speed Artesian series of centrifugal pumps to be free of defects in material and/or workmanship at the time of purchase. In the event this product malfunctions within three years from the date of purchase, the sole obligation of PerformancePro Pumps will be to repair or replace the product. The three year period applies only to pump and motor units used for fresh water applications. A one year period applies to pumps used in brackish, saltwater or other suitable applications.

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS:

1. PerformancePro Pumps must perform all warranty repairs. Purchaser must retain the purchase receipt and present it with this certificate as proof of ownership and entitlement to warranty repairs. Unauthorized repairs will not be compensated by PerformancePro Pumps, and are not the responsibility of PerformancePro Pumps. If such repairs damage the product, such damage is not remediable under this warranty.
2. Problems or damage resulting from failure to comply with instructions in the owner's manual, improper plumbing and positioning, flooding, corrosion or salt build up, incompatibility with fluid chemistry and running unit dry are not covered under this warranty. Malfunction for any other reason - including but not limited to misuse, negligence, accident, tampering with parts, incorrect wiring, or improper installation - will not be remedied under this warranty.
3. Purchaser shall bear all shipping, packing, and insurance costs and all other costs, excluding labor and parts necessary to effectuate repairs under this warranty.
4. Periodic check-ups are not covered by this warranty.
5. This is the sole and exclusive manufacturer's warranty. Any and all implied warranties, including any warranties of merchantability and fitness for particular purpose, shall have no greater duration than the duration period of the express written warranty applicable to this product, and shall terminate automatically upon the expiration of such duration period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. No action shall be brought for breach of any express warranty subsequent to the expiration of this express written warranty. Except as is otherwise provided by applicable law, no action on a warranty implied at law shall be commenced more than one year following the date of purchase.
6. Incidental and consequential damages (specifically including, but not limited to, damages for loss of profits or damages relating to down time of people or equipment) caused by malfunction, defect, or otherwise, and with respect to breach of any express or implied warranty, are not the responsibility of PerformancePro Pumps, and, to the extent permitted by law, are hereby excluded both for property damage and, to the extent not prohibited by applicable law, for personal injury damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
7. The provisions of this warranty are severable and if any provision shall be deemed invalid, the remaining provisions shall remain in full force and effect.
8. Rights under this warranty are not assignable without the express prior consent in writing by PerformancePro Pumps. Regardless of the terms of any consent in writing, the assignees shall have no greater rights than his assignor had against PerformancePro Pumps. Any purported assignment without the consent of PerformancePro Pumps shall be null and void.
9. This contract shall be governed by and in accordance with the laws of the state of Oregon.
10. This limited warranty is incorporated by reference into the contract of purchase for the products supplied by PerformancePro Pumps to purchaser under said contract.