

# Vertical Turbine

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### WARRANTY SUMMARY

Xylem warrants their products, and does not warrant items not manufactured by Xylem. Xylem warrants products on the date of shipment to be free of defects in workmanship and material. If within one year from date of initial operation, but not more than 18 months from date of shipment, the purchaser discovers product is not as warranted (free from defects of workmanship or material), and the purchaser notifies Xylem, in writing, within 30 days of discovery of the defect, Xylem shall remedy such nonconformance by adjustment, repair, or replacement of the item and any affected parts, at Xylem's option. Purchaser assumes all responsibility and expense for removal, reinstallation, and freight in connection with foregoing remedies. The same warranty terms & duration extends to the replacement parts furnished by Xylem. Xylem has the right of disposal of parts replaced. Purchaser agrees to notify Xylem, in writing, of any apparent defects in design, material or workmanship, prior to performing any corrective action back-chargeable to Xylem. Purchaser shall provide a detailed estimate for approval by Xylem.

Products not manufactured by Xylem are not warranted by Xylem.

Xylem and its suppliers shall have no obligation to warrant any products which have been improperly installed, stored, or handled, or which have not been operated or maintained according to Xylem's instructions. Or, supplier furnished manuals.

Xylem shall not be liable for loss of use, revenue or profit, cost of capital or consequential damages. Xylem shall not be liable for the fault, negligence, or wrongful acts of purchaser. In no event shall Xylem be liable in excess of the sales price of the part or product found defective.

It is important to first understand the cause of the failure, prior to making financial commitments.

### STANDARD WARRANTY TERMS

Xylem warranty coverage is defined within our standard Terms and Conditions and the guidelines specified within this document.

Standard warranty coverage is one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless a longer period is provided by law or is specified in the product documentation (the "Warranty").

For executed service work, the warranty period shall be three (3) months from the date of invoice unless otherwise expressly set forth in the quotation or sales form or order acknowledgment.

Documented proof of installation or start-up is required when submitting a warranty claim for an order that exceeds twelve (12) months from date of shipment before installation or Start up to verify when the warranty coverage became effective.

Because a 12 / 18 month warranty comes standard with all Xylem Vertical Turbine Pumps (VTP), no additional part number or accessory is purchased. The Xylem VTP team knows which pumps are under warranty by reviewing the ship date of the serial number. If it is desired to take advantage of warranty from the date of commissioning / beneficial use, the startup date of the pump MUST BE communicated to Xylem in advance.

### EXTENDED WARRANTY

Extended Warranty is available for purchase on a case-by-case basis. The VTP team will price the warranty based on the equipment being purchased, and the warranty duration.

If extended warranty is purchased, the VTP team will draft a letter acknowledging the warranty purchase and its duration. This letter will follow the pump serial number for the duration of the warranty period; and will be provided to the purchasing entity.

It is important to note that extended warranty must be purchased at the same time the equipment is purchased.

In addition, a line item is added to the PO. This line item will contain the Warranty part number, taking the following form.

**First Part** - Warranty = "WARR"

**Second Part** - Warranty Type

Extended = "EXT"

Deferred = "DEF"

**Third Part** - Duration

Number of years, e.g. Two Years = "2.0YR"

**Complete Example**

1. WARR-EXT-2.0YR

2. WARR-DEF-2.5YR

### Extended Warranty Pricing

Xylem offers vertical turbine extended warranty up through five (5) years. The pricing structure is as follows:

Extended Warranty Duration	
0 - 12 Months	Included with Purchase
13 - 36 Months	0.5% of the Purchase Price / Month
37 - 54 Months	0.2% of the Purchase Price / Month
55 - 60 Months	0.17% of Purchase Price / Month

#### Example 1:

A \$50,000 dollar pump is purchased with 35 months (almost 3 years) of warranty:

**The price is:**

Months 0 - 12 = Free

Months 12 - 35 =  $(\$50,000 * 23 * 0.005) = \$5,750$

Total = \$5,750

#### Example 2:

A \$10,000 dollar pump is purchased with 60 months (5 years) of warranty:

**The price is:**

Months 0 - 12 = Free

Months 12 - 36 =  $(\$10,000 * 24 * 0.005) = \$1,200$

Months 36 - 54 =  $(\$10,000 * 18 * 0.002) = \$360$

Months 54 - 60 =  $(\$10,000 * 6 * 0.0017) = \$102$

Total = \$1,662

Recall, 6 months of coverage is added, to cover the common small period between shipment and start of beneficial use. Proof of start of beneficial use is required.

### DEFERRED WARRANTY

Deferred warranty is available for purchase. This type of warranty would be used when there is a long period of time between the date of purchase of equipment and the expected start of beneficial use of the equipment. Deferred warranty allows the warranty period to start after the time of shipment, to not “burn through” the warranty period while the equipment is not in use. It is Xylem’s preference to delay shipment, rather than ship and have the finished goods stored for an extended period of time.

The VTP team has found that the most common mode of failure for VTP sitting idle for a long duration is the motor. Therefore, proof of long-term motor storage, in accordance with motor manufacturer’s guidelines must be provided for Xylem to cover a warranty claim. Subsequently, the price of deferred warranty includes the price to have a Xylem authorized service partner conduct the motor long-term storage requirements. Arrangement, and proof of conduct of long term storage requirements will be necessary for Xylem to accept a deferred warranty claim. Deferred warranty claims must be submitted within 30 days of start of beneficial use.

Xylem offers vertical turbine deferred warranty up through two (2) years. The pricing structure is as follows:

Deferred Warranty Duration	
0 - 12 Months	3% of the Purchase Price
0 - 24 Months	4.8% of the Purchase Price

#### Example 1:

A \$50,000 dollar pump is purchased with 1 year (12 months) of deferred warranty:

##### The price is:

Deferred Warranty - Months 0 - 12 =  
 $(\$50,000 * 0.03) = \$1,500$

\*\*Must show proof of start of beneficial use between months 12 & 18\*\*

Standard Warranty - Months 12 - 24 = Free

Total = \$1,500

#### Example 2:

A \$10,000 dollar pump is purchased with 2 years (24 months) of deferred warranty plus 60 months (5 years) of warranty:

##### The price is:

Deferred Warranty - Months 0 - 24 =  
 $(\$10,000 * 0.48) = \$480$

\*\*Must show proof of start of beneficial use between months 24 & 36\*\*

Standard Warranty - Months 24 - 36 = Free

Extended Warranty - Months 36 - 60 =  
 $(\$10,000 * 24 * 0.005) = \$1,200$

Extended Warranty - Months 60 - 78 =  
 $(\$10,000 * 18 * 0.002) = \$360$

Extended Warranty - Months 78 - 84 =  
 $(\$10,000 * 6 * 0.0017) = \$102$

Total = \$2,142

### WORKSTREAM

- |                             |   |
|-----------------------------|---|
| 1. Claim Initiation         | 3. Determination of Warranty Claim Status |
| 2. Root Cause Investigation | 4. Resolution of Warranty Claim           |

#### Claim Initiation

When experiencing abnormal pump operation please reach out to Xylem at **TTOClaims@xylem.com**. If the abnormal operation is suspected to be warrantable, complete the Customer Claim Form. This form is available on eCom. Xylem asks our customers to complete the form in its entirety, please see the section on best practices for tips on the most prompt resolution of claims.

**Failure Reporting:** Product failures must be reported to **TTOClaims@xylem.com** within thirty (30) days of failure. The only acceptable exception to this requirement will be in cases where parts availability causes the delay. Delays can only be verified by attaching copies of the (1a) dated purchase orders or (1b) commissioning documentation and (2) dated shipping invoices. Claim reports received that do not comply with this requirement will be automatically denied and will only be reconsidered if addressed within ten days of the date of response to the claim request.

If the parts are being requested, please request only those parts necessary to successfully resolve the claim. If returning parts, please send only those parts that correspond to the warranty claim in question. Do not send extra parts. If parts for more than one claim are being shipped in one package, isolate the individual claim parts within the package. This will help Xylem identify individual claim parts. Do Not send parts without an approved RMA from the VTP warranty team (not the market development manager). Limited Pre-authorization can be granted, by exception, if circumstances permit, you must receive explicit approval from the VTP warranty team.

#### Root Cause Investigation

After a claim has been initiated, the Xylem Vertical Turbine team will investigate the root cause of the pump failure. (Note, this step is not required for errors in shipment or motor claims, see next section). The more information Xylem has, the faster this investigation can be conducted, please see the section on best practices for tips on the promptest resolution of claims.

There may be times when the actual cause of failure may be difficult or impossible to determine. In such case, the claimant should indicate their opinion as to why this failure occurred (to the best of their ability). If a failure determination can't be adequately determined to the satisfaction of the seller and the buyer then a negotiated concession maybe agreed to if shared responsibility of costs could be determined.

#### Determination of Warranty Claim Status

Upon receipt on a customer claim form, a Xylem Customer Service Representative (CSR) will work with the field service technicians and sales team to analyze the information provided and decide on the warranty status.

- The first decision that needs to be made is if pump/parts need to come back to the factory for evaluation, or if evaluation can be completed in the field.
- If pump/parts need to come back to the factory, the CSR will create a Return Material Authorization (RMA) number and issue an RMA to the customer.

#### Claims fall into one of four (4) categories

- |                     |                           |
|---------------------|---------------------------|
| • Warrantable Issue | • Non-Warrantable Repairs |
| • Error in Shipment | • Motor Issue             |

### Resolution of the Warranty Claim

#### Valid Claim - Warrantable Issue

Scenario in which Xylem determines the product which has failed due to factory workmanship or material defect within the warranty period, as defined by Xylem's Terms and Conditions.

The VTP factory employs both field service technicians and a network of authorized repair facilities. Xylem will work with the end user to correct the warrantable issue. Typically Xylem will use this network to repair the equipment and then our partner will invoice Xylem for material and/or labor. If material is required to be returned to the VTP factory, a return material authorization (RMA) must be completed. If the pump requires complete replacement, it will be manufactured at Xylem's VTP facility. In this case, Xylem will ask the end user for a Purchase Order to ship the new pump against. Xylem we process with Purchase Order at "no charge".

At Xylem's discretion an RMA will be sent to return Non-Conforming or defective Material so that Xylem can investigate, correct or replace the defective or Non-conforming material as required.

#### Valid Claim - Errors in Shipment

Scenario in which Xylem determines the customer receives the wrong order. This can be described as too many parts, not enough parts, or the incorrect parts.

##### Customer received incorrect part(s):

- If customer is confirmed to have received the incorrect part, CSR will enter a "shipment correction" order for the correct parts Typically, as a courtesy Xylem ships these types of orders of "next day air".
- Xylem will determine if the incorrect parts are needed back. If so, CSR will issue an RMA for the customer to send part(s) back to the factory.
- Xylem Quality will review the parts when they return to the factory to determine future courses of action.

##### Customer received too many parts:

- If customer receives too many parts, Xylem CSR will work with customer to determine if customer wants to keep the parts.
- If YES, we will invoice the customer for the parts.
- If NO, the CSR will issue an RMA for the customer to send the unwanted parts back to the factory. Xylem will cover the cost of freight.
- If RMA is issued, Quality will review the parts upon return to the factory and determine future course of action.

##### Customer did not receive enough parts:

- Invoice is correct: If not enough parts were received, however invoice reflects the correct amount, CSR will enter a "Shipment Correction" order for the missing parts and send the part(s) to customer.
- Invoice not correct: If invoice reflects the number of parts that were actually sent to the customer, Customer will need to send a new PO for the additional part(s) and CSR will enter the order for the additional part(s).

### Valid Claim: Motor Issue

Xylem will contact the motor vendor to determine appropriate next steps, any replacement new motor would be executed under a separate PO and if a warranty is deemed valid, any invoice would be voided. If required, any RMA would come from motor vendor, but would go through Xylem.

### Motor Type

**Lineshaft** - Typically these motors can be field repaired, in most cases Xylem would hire a specialty motor repair shop.

**Submersible** - Typically these motors are not field serviceable and are replaced.

### Invalid Claim: Non-Warrantable Repairs

Scenario in which pump is in need of repair for non-warrantable issue, examples include damage from incorrect use, improper installation (including levelness), misapplication, wearable components, or other.

If it is determined that the Pump, Motor, or material is not warrantable and the customer still needs it to be repaired or replaced then a quote will be provided so that a purchase order (PO) can be submitted to Xylem or an authorized repair Partner to perform the work.

## CONCESSION

Sometimes, due to strategic considerations, Xylem may cover a warranty claim, or otherwise pay for repair / servicing when Xylem does not actually bear responsibility. This transaction is known as a "concession". If a concession is being considered, that will be discussed between the end-user and Xylem during the warranty claim process. A negotiated (goodwill) concession sales credit maybe issued where the reason for the failure or defect cannot be conclusively determined by either Xylem or the buyer. Furthermore, the size of the concession, or a shared sales credit, would be negotiated between the buyer and the seller to share the cost burden associated with the repair of a VTP.

## BEST PRACTICES

1. Warranty Claims should be submitted to Xylem with the Warranty Claim Form. TTO warranty claims should be submitted to the following group e-mail box: **TTOClaims@xylem.com**
2. The correct PO or CO Number for the order must be included in any e-mail warranty/concession requests so that Xylem can look up the order to verify warrantable eligibility status.
3. The completed warranty claim form should include a detailed explanation documenting the circumstances and reasons for the warranty request.
4. E-mails should include any pictures of the defects or material issues.
5. All local repair actions to correct a warrantable issue must pre-approved by an authorized Xylem representative in writing prior to starting work. Any work that is performed without Xylem written pre-approval will null and void any warrantable claim or concession request for material replacement or repair including any labor or service charges associated with the effort.
6. Replacement products provided under the Extended Warranty policy shall have a warranty period for balance of the remaining warranty of the original product sold.



7. All parts replaced under a warranty repair, that are not sent back for inspection, should be kept for thirty (30) days following the submittal of the claim to allow Xylem to determine material disposition to either bring the material back on an RMA for further evaluation or to allow the material to be scrapped. If the defective or non-conforming material is discarded or modified for use without Xylem pre-approval then the warranty claim will be denied and closed because Xylem was not afforded the opportunity to determine root cause or adequately evaluate the non-conformity with Xylem quality control and our suppliers.
8. Xylem is not responsible for related electrical failures that occur on pumps that are used without Goulds Water Technology VTP supplied or approved cable and/or controls. If a purchaser chooses not to use Goulds Water Technology VTP cable or controls, any electrical failure will not be covered by Warranty unless the cable and/or control has been approved by Xylem. Approval must be obtained by submitting the alternate cable and/or control specifications to Xylem for a comparison to Goulds Water Technology VTP's specifications. Xylem will approve the alternate if they determine it meets the specifications.
  - a. Pumps purchased or used without Goulds Water Technology VTP supplied cable and/or controls will be fully covered for mechanical and hydraulic failures only.
  - b. In the event that a purchaser does not submit the cable and/or control specifications for approval, the cable and/or control is disapproved upon submittal, or the purchaser doesn't make suggested changes after submittal, warranty will cover mechanical and hydraulic failures only.

## SHIPPING RELATED ITEMS THAT ARE LIKELY NOT WARRANTABLE

Shipment issues must be relayed to Xylem within thirty (30) days of receipt. Please Use the same claims form, as is used for other types of warranty claims.

### Freight Terms

**EXW - Ex Works or Ex-Warehouse:** The seller (Xylem) is responsible for packing the products and making the goods available. The cargo is transferred to the buyer while the freight is still at the seller's site. The buyer is then responsible for exporting, shipping, and importing the cargo to their destination.

**DAP - Delivered at Place:** The seller (Xylem) must deliver the cargo to the final, defined destination. Once delivered the cargo transfers to the buyer. The buyer must unload the shipment from the truck. The buyer is also responsible for import duty, taxes, and customs clearance.

**FCA - Free Carrier:** The seller (Xylem) is responsible for transporting the cargo to a defined destination within the seller's country, usually a shipping terminal. Once the load has arrived at the designated destination, the shipment transfers to the buyer, the buyer then must pay the freight charges and fulfill the importing and delivery process. Depending on the named place, the cargo is either exported by the seller or the buyer.

**FOB - Free On Board:** The seller (Xylem) must manage the full export process of the cargo and load the products on the ship. Once the cargo has been safely loaded, the products transfer to the buyer. The buyer must pay for the freight costs that transport the goods to their destination and is responsible for all import costs.

### Freight Payment Terms

#### Prepaid:

The shipper owns the freight payment responsibility.

#### Prepaid and Add:

The Seller prepays the transportation charges but adds the charges to the invoice for reimbursement from the Buyer.

#### Prepaid and Allowed:

The Seller prepays the transportation charges, and they are already included in the contract price.

#### Collect:

The carrier (Not the Shipper) collects the transportation charges from the Buyer.

#### Will Call:

The buyer picks the shipment up from the Seller's location.

### Other Terms:

**Refusal of Shipment:** Shipments are not allowed to be refused by the buyer. Xylem is not responsible for any order that is refused by the buyer or end user. If the shipment is damaged or destroyed a claim must be filed by the buyer directly with the carrier in order to resolve the issue. If the Buyer or end user refuses the order then the buyer or end user is liable to the freight carrier for any storage charges associated with the order until disposition of the order is determined.

**Freight Carrier Claim:** As the Buyer, you are responsible for filing any claims for any freight losses or damages directly with the Freight Carrier. If immediate replacement material is required to repair or replace freight damaged shipments then a Purchase Order will need to be submitted to Xylem to purchase the needed replacement material. Xylem is not responsible for any costs associated with F.O.B replacement of freight damaged goods unless otherwise stipulated. All cost recovery actions related to loss, repair or replacement are solely between the buyer and the freight carrier.

**Buyers Responsibilities:** As the Buyer, you must carefully identify and document loss and/or damage on the delivery receipt at time of delivery. There are two types of loss or damage:

- Visible or noted loss or damage
- Concealed loss or damage

**Visible or Noted Loss or Damage:** Visible loss or damage is apparent at the time of delivery and should be noted. Noted loss or damage should be recorded in detail on the delivery receipt. When recording loss or damage, please use specific details and try to avoid general or generic terms such as "box damaged" or "torn". This type of notation does not provide adequate support for your claim. Please note: A notation of "subject to inspection," by itself, is not considered a valid notation of loss or damage. Take pictures of the damaged items as soon as they are identified and file a claim against the freight carrier in accordance with their defined policies and procedures.

**Concealed Loss or Damage:** These claims are considered and investigated as concealed loss or damage claims and will be handled based on their individual merits. Concealed loss or damage is that which was not apparent at the time of delivery. The National Motor Freight Classification, ITEM 300135 states: "When damage to contents of a shipping container is discovered by the recipient which could not have been determined at time of delivery, it must be reported by the recipient to the delivering carrier upon discovery and a request for inspection by the carrier's representative made. A freight claim should be filed against the Freight Carrier in accordance with their defined policies and procedures.

**Assembled Pump Length Restrictions:** Unless otherwise stipulated and agreed upon by Xylem all Pump orders that exceed a 25 foot fully assembled length are shipped with the column "loose" (separate) from the pump. The buyer is responsible for any assembly requirements associated with column loose shipments. Xylem is not responsible for any labor, material or service costs associated with the assembly of loose column, shafting or material on an order that is shipped column "loose".

## Other Items that are NOT Warrantable

### General Items

1. Extended warranty only covers defects in material and workmanship and does not apply to any product that has been subject to negligence, misapplication, improper installation or maintenance.
2. The motor and pump must be installed in accordance with Gould Water Technology recommendations.
3. Xylem reserves the right to void warranty if it is determined that well conditions or the application of the product caused the equipment failure.
4. Xylem reserves the right to warrant and replace only the defective part or assembly component. Warranty does not apply to items that may need to be replaced under normal wear: pump shaft seals, capacitors, pressure switches, etc.
5. For clean water applications only. Sand Fighter, coalbed methane, and other specialty motors are not covered by this program.
6. Xylem does NOT cover the expense to remove the pump from the well / station / pit, nor the expense to re-install the pump. This is true, even if the reason for pump removal is warrantable, and Xylem DOES cover the expense of repair / replacement of the defective pump.

**Field Testing:** Xylem maintains a world class testing facility. As such, Xylem does not honor the results of field testing, with respect to warranty. If a pump fails performance relative to expected, during a field test, Xylem is not under obligation to compensate the buyer as a part of the warranty program.

**Rust:** Cast Iron parts and materials are treated with an anti-oxidizing agent during the manufacturing process that provides minimal protection from oxidation, however, this agent will not prevent oxidation once the product is exposed to moisture or weather, so some surface oxidation can be expected. Xylem makes every effort to ensure that products are free of excessive oxidation at the point of shipment, once shipment leaves the facility.

**Paint:** Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within three (3) months or less of exposure to weather or other elements. Xylem does not warrant the standard enamel paint for any paint related issues experienced once the order leaves the Xylem facility. For applications where visual aesthetics or corrosion resistance are important, Xylem offers protective coating options that are included within Xylem warranty coverage based on the type of coating selected and the application that it is used for. Typically replacement parts are not painted, even if the replacement part IS normally painted when shipped as a component in an assembled pump.

**Wear Items:** Xylem does not cover parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volute (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Goulds Water Technology VTP equipment.

Items considered wear parts are as follows:

Wear Rings

Packing & Latern Rings

Mechanical Seal Faces (Primary & Secondary)

Bowl Bearings (Suction / Intermediate / Discharge)

Stuffing Box Bearings

Lineshaft Bearings

Headshaft Bearings

**Misapplication:** Xylem does not warranty any Goulds Water Technology VTP product or part of Goulds Water Technology VTP product which has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem printed instructions as it pertains to installation, operation and maintenance of Goulds Water Technology VTP Products, including but without limitation to operation of equipment without being connected to monitoring devices supplied with specific products for protection; or damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or has been damaged resulting from the use of accessory equipment not sold by Xylem or not approved by Xylem in connection with Goulds Water Technology VTP products.



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