

Dewatering Solutions

84 Floodgate Road, Bridgeport, NJ 08014
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6 Month Used Equipment Limited Warranty (For Purchase Only)

Xylem Dewatering Solutions, Inc. ("Xylem DS") has sold "AS IS" used equipment ("Equipment") manufactured by it. Subject to the terms and conditions below and in conjunction with the purchase of this 6 Month Used Equipment Limited Warranty (the "Warranty"), and when such Equipment is used as intended and designed, Xylem DS warrants that the pumpend shall be free from defects during the applicable Warranty Period. The term "pumpend" refers to the pump volute, motor adaptor or bearing bracket, suction cover, venturi housing, and mechanical seal. The Warranty coverage for used Equipment sold to the original owner begins on the date of shipment for a period of six (6) months or an accumulation of five hundred (500) hours of use, whichever occurs first (the "Warranty Period"). Xylem DS reserves its right to determine whether Equipment, upon inspection, will be deemed approved for remediation under the Warranty.

The warranty covers the pumpend component of the above-described portable pumping Equipment when used for pumping non-corrosive liquids containing limited quantities of abrasive particles in compliance with technical manuals and Company representations. This warranty shall extend only to the original owner and shall not apply to replacement of non-defective parts (such as seals, wear plates, and impellers) that may wear and need to be replaced with reasonable use within the warranty period or which may require replacement in connection with normal maintenance (such as fluids, filters, and belts).

Warranty claims must be submitted promptly to Xylem DS in writing at 84 Floodgate Road, Bridgeport NJ 08014, Attn: Warranty/Service Dept., and actually received within the applicable Warranty Period, including proof of purchase and describing in detail: (i) the applicable Warranty, (ii) the claimed Equipment deficiency, defect or failure, (iii) Equipment information required by Xylem DS, and (iv) sales or purchase order for any replacement parts (sent to Xylem DS Parts Sales Department). Returns must have prior written authorization from Xylem DS.

Purchaser's exclusive remedies under this Warranty shall be expressly limited to the replacement of the defective part(s) and do not include the replacement of the entire unit. Xylem DS shall not be held responsible for travel expenses, rented equipment, outside contractor's fees or unauthorized repair shop expenses. Xylem DS neither assumes nor authorizes any person or other company to assume for it, any other obligation in connection with the sale of its used equipment. Any enlargement or modification of this by a representative or other sales agent is their exclusive responsibility. Transportation charges shall be borne by the Buyer. The Warranty does not cover any incidental or consequential costs or damages, including without limitation and not necessarily limited to: shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, re-rental expenses and damages to property or other equipment.

Additionally, this Warranty shall not apply to the extent Equipment defect has been caused by any of the following: (i) Equipment operator negligence or intentional misconduct (other than by Xylem), (ii) casualty or accident to the Equipment; (iii) use and operation of the Equipment not in conformance with Xylem DS's training and/or operation manuals, or operation exceeding Xylem DS ratings for the

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Equipment, including misuse and abuse; (iv) operation, maintenance and/or service of the Equipment not in conformance with Xylem DS's recommended operation, maintenance and/or service schedules; (v) improper installation (other than by Xylem DS) not in material conformance with Xylem DS specifications; (vi) unauthorized modification of or alternations to the Equipment; (vii) improper load sizing (other than by Xylem); (viii) transportation damage; or (ix) Equipment exposure to the elements or other acts of God.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE OFFERED IN LIEU OF ALL OTHER WARRANTIES, AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, XYLEM DS'S REPLACEMENT OF DEFECTIVE PARTS AS DESCRIBED HEREIN SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND XYLEM DS SHALL HAVE NO ADDITIONAL OBLIGATIONS. XYLEM DS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO PURCHASER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN AND BY THIS WARRANTY. XYLEM DS HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES ARISING BY OPERATION OF LAW, COURSE OF DEALING OR CUSTOM OF TRADE). XYLEM DS SHALL NOT BECOME LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (WHETHER BY VIRTUE OF A PURCHASE AGREEMENT, THIS WARRANTY, ANCILLARY AGREEMENTS ENTERED INTO IN CONJUNCTION WITH THE FOREGOING OR ANY OTHER DOCUMENTS) FOR DIRECT, INDIRECT, LIQUIDATED, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECULATIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE INCLUDING WITHOUT LIMITATION PURCHASER'S OR ANY THIRD PARTIES' LOST PROFITS WHICH MAY RESULT FROM, BE CAUSED BY OR ARISE OUT OF: (I) BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE MADE BY XYLEM DS; (II) THE USE, OR COST OF USE, OF THE EQUIPMENT; OR (III) XYLEM DS'S PERFORMANCE OF ANY REMEDIAL WORK REQUIRED BY THIS WARRANTY.

This warranty applies only to Equipment sold within North America and South America. Some states in the United States of America do not allow limitations of how long an implied warranty extends, or the exclusion of incidental, indirect, special or consequential damages, so that the above limitation or exclusion may not apply to you. In some Canadian provinces legislation provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Warranty provides specific legal rights; other rights may be available, but may vary from state to state or from province to province.

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This policy is subject to change.