FIVE (5) YEAR LIMITED WARRANTY / PRODUCTS WARRANTY

SUBMERSIBLE AND JET PUMPS

Lancaster Pump warrants to the original purchaser (%purchaser+) that the following products will be free of defects of material and workmanship when sold for the time period listed for each product as follows:

LANCASTER PUMP warrants new SURVIVOR submersible and KEYSTONE jet LANCASTER PUMP products to be free from defects of material and workmanship for a period of 5 years (60 months) from the ORIGINAL date of installation, if the 5 years of installation falls within 6 years (72 months) of serial number. Replacements and/or repairs furnished under these warranties do not carry a new warranty, only the unexpired portion of the original warranty.

If a product fails to function within the stated time period, Lancaster Pump will remedy the defect. The purchaser shall immediately notify Lancaster Pump of any defect. If the purchaser does not notify Lancaster Pump of such defects within the applicable Warranty Period, Lancaster Pump shall have no further liability or obligation to purchaser therefore.

After notifying Lancaster Pump of a defect and receiving permission and an Authorization Number to return the product, the purchaser may return the product to Lancaster Pump (freight pre-paid by purchaser) for repair and/or replacement. If Lancaster Pump determines that the warranty has not been breached, the product shall be repaired or replaced, at Lancaster Pump sole option, free of charge. In the event Lancaster Pump determines that it is unable to correct a defective component part or product, Lancaster Pump may, at its sole option, provide purchaser with a full refund or merchandise credit in the amount of the purchasers price of purchase. Labor to remove the old pump and/or install the new pump is excluded from this warranty.

The foregoing limited warranty does not cover failure to function caused by damage to the product while in purchaser¢ possession, improper installation, unreasonable use or abuse of the product, failure to provide or use of improper maintenance, failure to follow written installation and use instructions, neglect, accident, or maintenance of products which have been altered or repaired by any person receiving such product during the warranty period. Lancaster Pump will also not be responsible for any damage or losses, direct or indirect, arising from any cause whatsoever, nor for damage to or modification, abrasives, corrosion, and/or electrolysis, improper voltage supply, lightning or careless handling; nor for labor, transportation or other damages incurred in the replacement or repair of defective parts. In these cases repair will be subject to reconditioning charges in effect at the time.

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL LANCASTER PUMP BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser. This warranty gives purchaser specific legal rights and purchaser may also have other rights which vary from state to state. The purchaser must maintain proof of purchase of the product to prove date of purchase in the unlikely event of a warranty claim.

Contact Lancaster Pump at the following: Lancaster Pump, A Division of C-B Tool Co., <u>www.lancasterpump.com</u> 1340 Manheim Pike, Lancaster, PA 17601-3196. Phone: 717-397-3521 Fax: 717-392-0266