

MP PUMPS, INC. LIMITED WARRANTY FOR NEW PUMPS MANUFACTURED BY MP PUMPS

HOME

A. PRODUCTS WARRANTED

MP PUMPS, Inc., a Michigan Company ("MP PUMPS") 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 pump manufactured by MP PUMPS (an "MP Pump") which is found, upon examination by MP PUMPS' factory in Fraser, Michigan, to be DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP if received by such factory for such examination within six months from the date of sale to the original consumer purchaser.

B. PRODUCTS AND ITEMS NOT WARRANTED

1. Alterations or Modifications of MP Pump
All obligations under this warranty shall be terminated if the new MP Pump is altered or modified in any way.
2. Accidents, Normal Maintenance, Failure To Follow MP PUMPS' Instruction Bulletin.
3. Any MP Pump which is not completely and properly decontaminated prior to return to MP PUMPS.
4. Any MP Pump returned without an identification of the material pumped by your MP Pump on the "Return Goods Authorization Form."

This warranty covers only parts of a new MP 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 an Instruction Bulletin 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 an MP Pump is not decontaminated prior to return to MP PUMPS or if the material pumped is not identified as provided below.

C. SECURING WARRANTY SERVICE

Warranty service can be arranged by contacting MP PUMPS, Inc., c/o Service Manager, 34800 Bennett Drive, Fraser, Michigan 48026. Warranty service can only be performed by MP PUMPS at its factory in Fraser, Michigan. At the time of requesting warranty service, evidence must be presented of the date of sale to the original consumer purchaser. MP PUMPS, 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 MP PUMPS for any reason must be completely and properly decontaminated prior to delivery to MP PUMPS. 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 MP PUMPS. No credits will be issued. The original consumer purchaser shall be responsible for any damage or loss incurred in connection with the transportation of the MP Pump and/or of part or parts of the MP Pump submitted for inspection and/or warranty work.

D. NO ADDITIONAL WARRANTIES OR REPRESENTATIONS

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

ANY IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) TO THE EXTENT EITHER APPLIES TO A PART OF AN MP PUMP SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESS WARRANTIES AS DEFINED IN PARAGRAPH A. Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

E. LIMITATION OF DAMAGES

IN NO EVENT WILL MP PUMPS 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.

F. NO DISTRIBUTOR/DEALER WARRANTY

MP PUMPS neither assumes nor authorizes any other person, natural or corporate, to assume for MP PUMPS any other obligations or liabilities in connection with or with respect to any part or parts of an MP Pump. The seller, dealer or distributor of a part or parts of an MP Pump has no authority to make any representations or promises on behalf of MP PUMPS 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 MP PUMPS and makes no warranty on other items, unless such seller or dealer delivers to the purchaser a separate written warranty document in which the seller or the dealer individually and specifically on its own behalf, warrants the terms of items.

MP PUMPS, INC.

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