PPS
Precision Pumping Systems

# Precision Pumping Systems
# Rust-Through on All Galvanized Steel Components Warranty

The equipment furnished as part of this agreement is subject to the original manufacturer's warranty only. In addition, Precision Pumping Systems (PPS) provides the following LIMITED WARRANTY.

**Telephone Technical Support**

Free-of-charge for the life of your product. After hours fees may apply.

**Limited 25-Year Warranty**

PPS warrants to the original buyer that its galvanized steel components will be free of rust through damage for a period of 25 years from the date of completion of manufacture of the Equipment.

When notified by the Owner about a defect which conforms to this Warranty, PPS shall, at its sole discretion, correct the defect by performing a suitable repair to the Equipment or by providing a replacement part. This warranty does not apply to equipment that has been damaged, misapplied or modified in any way.

**Terms and Conditions**

1. Warranty claims must be submitted directly to Precision Pumping System within the valid warranty period. No claims for warranty will be paid without prior approval by PPS.
2. The determination regarding defective status of components or products is at the sole discretion of PPS.
3. If a component or product is determined to be defective by Precision Pumping System, then PPS shall, at its sole discretion, correct the defect by performing a suitable repair to the equipment or by providing a replacement part.
4. Proper start-up and operational procedures must be followed and documented, and the required maintenance must be performed and documented by authorized PPS personnel or authorized service providers (ASP). Failure to follow and document the required procedures and maintenance will void this warranty.
5. Within the first year, PPS will cover labor and materials costs. In any subsequent years of the warranty period (if an extended warranty is purchased) only materials costs are covered by this warranty – no labor costs will be paid.

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**Disclaimers**

1. The "Owner" is defined as the person or entity who has control of the Equipment.
2. PPS shall not be liable for repairs, replacements or adjustments to the Equipment or costs of labor performed by the Owner without prior written consent of PPS.
3. All PPS warranty provisions require the Owner to operate and maintain the Equipment according to good industry practices, manufacturer's recommended maintenance, and to comply with all recommendations by PPS regarding operation and maintenance. The Owner must maintain documentation to support these provisions.
4. All damaged part(s) must be returned within 30 days of receiving the replacement part(s) or within the time frame set by any Return of Material documents, unless PPS approves otherwise in writing. Failure to return part(s) may result in claim denial.
5. PPS systems are equipped with safety features which protect key components from damage. Many of these safety features are overridden when operating the system in "Hand". *Operation of the system in "Hand" voids this warranty unless directly authorized by a PPS technician.*
6. There is no warranty coverage for mechanical pump seals or packing glands unless the failure occurs during the initial start-up of the system.
7. Any modifications to the pumping system without written approval by PPS shall void this warranty. Such modifications include, but are not limited to, changes to PLC/HMI programming, changes to the VFD programming, removing or disabling sensors, or adding or removing valves or piping.
8. PPS makes no performance warranty unless specifically stated in its proposal.
9. The effects of corrosion, erosion, and normal wear and tear are specifically excluded from the PPS warranty.
10. PPS provides no warranty for used or existing customer owned equipment of any character expressed or implied.
11. PPS provides no warranty for any equipment provided by others that ties into PPS provided product. All such equipment is subject to the original manufacturer's warranty. This includes, but is not limited to, pumps, motors & control systems. PPS shall not be liable for repairs, replacements or adjustments to Equipment or costs of labor should customer supplied equipment cause failure or damage to PPS Equipment.
12. Blown fuses regardless of cause are excluded. Damages or problems created by or caused by lightning or power surges, low voltage, dirty power, or other incoming power related problems are excluded from these warranties.
13. Damages created by or resulting from chemically treated, corrosive, excessively dirty water, mud, silt, sand, grass, weeds, or any other organic or inorganic materials, clogged pump intake impellers or suction screens, and/or build-up of sediment in the sump are excluded.

14. Natural disasters, misuse, abuse, or misapplication, or other causes beyond PPS' control, and acts of God are excluded from these warranties.
15. PPS will not accept any responsibility for the costs associated with systems installed in difficult to access areas including, but not limited to, those requiring cranes in excess of 5 tons, divers, helicopters, excavators, dredges, etc. Determination of difficult to access locations is at the sole discretion of PPS.
16. PPS MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.
17. PPS will assume no liability for any incidental or consequential damages with respect to this contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract. This is a commercial transaction.
18. It is also agreed that the owner's or purchaser's sole remedy, whether for breach of contract, warranty or in tort, shall be limited to the return of any goods and repayment of the contract price or the costs of repair and replacement of defective goods, at the option of PPS. No claim by the buyer of any kind shall be greater in amount than the net purchase price of the equipment.

**Choice of Law and Arbitration**

Any claim or controversy arising under or relating to this warranty shall be submitted for arbitration and shall be governed by the laws of the state of Idaho.