

# WARRANTY



NOW, THEREFORE, Manufacturer hereby warrants, to the above Owner (subject to the following terms and conditions) the booster system, as follows:

- against defect in workmanship, materials and equipment installed as part of the system package for a period of one (3) years from the date of factory start-up report (in any event not to exceed eighteen [40] months from the date of shipment);
- the variable frequency drives shall carry a two (2) year parts and labor warranty from the start-up date (not to exceed thirty (30) months from the date of delivery).
- Manufacturer shall repair or replace, in its sole determination, all defective parts, and/or correct any defects in workmanship or materials, at no cost to the Owner.
- Manufacturer shall provide 24 hour / 7 days a week "on site" field factory warranty service, except as provided in the "Exclusions from Coverage" paragraph below.

#### Exclusions from Coverage

- Damages caused by improper lifting, rigging or handling of the equipment;
- Any damages due to misuse, neglect or service by other than qualified manufacturer trained personnel during the term of this warranty, (except emergency cases and then only under the direction of the Manufacturer)
- Damages caused by flooding, windstorms, lightening strikes, fire, wars or any acts of God
- Any and all damages caused by or resulting from the booster system, including, without limitation any incidental or consequential damages.
- Any and all damages caused by use of the equipment for any application other than as designated by the Manufacturer; and Any and all travel (to and from) and lodging (if needed).

#### Maintenance Condition

- As a condition of this Warranty, the Owner must maintain the product subject to the warranty. Failure to comply with these requirements shall void this Warranty.

#### Unapproved Repairs, Alterations and Additions to Void Warranty

- In the event that the Owner, without having first obtained the written consent of Manufacturer, shall hereafter make or permit any repairs, alterations or additions to the Equipment, or change the use, function or purpose of the Equipment, this Warranty shall immediately become void.

#### Examination Not To Constitute Waiver

- Neither the issuance of this Warranty nor any review or inspection of the Equipment by the Manufacturer representatives shall constitute waiver by the Manufacturer of the exclusions or limitations of this Warranty, nor may any representative of the Manufacturer waive any of the exclusions or limitations of this Warranty either orally or in writing.

#### Notice of Claim

Any claim hereunder shall be deemed waived unless the Owner shall have given the Manufacturer written notice thereof within 30 days following the discovery thereof. Notification shall be made to the Manufacturer's office by certified mail to Delta P Systems, Inc.

#### Limitation of Liability

THIS WARRANTY IS ISSUED IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF THE MANUFACTURER. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, RESULTING OR CONSEQUENTIAL DAMAGES.

#### Acceptance of Terms

Performance by the Manufacturer under this Warranty is conditioned upon written acceptance by the Owner of the terms hereof and the return of the accepted warranty to the Manufacturer within 60-days of the date issued.

#### Governing Law, Waiver of Federal Jurisdiction, Venue

- This Warranty shall be interpreted, construed, and governed in accordance with the laws of the State of Florida. The parties expressly waive any entitlement to federal jurisdiction in the courts of the United States of America, based on diversity of citizenship, and they agree that the venue of any civil action related to this Warranty shall be properly laid solely in Volusia County, Florida.