## VIII. Warranty

Dropmaster warrants to the original purchaser thereof (the "Original Purchaser") that the Dropmaster and parts thereof furnished by GECCO, Inc. – ("GECCO") will, when properly installed, used operated and maintained by the Original Purchaser, be free from defects in material and workmanship for a period of *Ninety (90) Days* from the date of delivery to the Original Purchaser. Any Dropmaster that is found not to meet these standards by GECCO within this ninety-day period will, at GECCO's sole option, be repaired or replaced without charge. Any defect or condition that has been caused by misuse, unauthorized use or modification, or abnormal conditions of operation or maintenance, will be repaired by GECCO or its designee at GECCO's then current repair charges. In this case, upon the request of the Original Purchaser, GECCO will submit an estimate of the repair cost to the purchaser prior to making the repairs. Any defective Dropmaster or component thereof should be returned promptly to GECCO at the sole expense of the Original Purchaser. Any loss or damage during shipment of a defective Dropmaster or component thereof shall be at the Original Purchaser's sole risk.

## The motor and compressor are warranted One Year (1) from the date of delivery from the manufacturer.

Owner responsibility includes providing normal maintenance as required by Gecco, Inc. This warranty does not apply (1) if the pump(s) has been damaged due to improper use, neglect, accident, misuse, and exposure to extremities of dryness or humidity (2) if pump(s) has been serviced or modified by other than Gecco, Inc. authorized personnel.

No other warranty expressed or implied is given. The repair or replacement of the pump(s) is your exclusive remedy. Any implied warranty of merchantability or fitness is limited to the declaration of this written warranty. In no event shall Gecco, Inc. be liable for consequential or incidental damages. Some states do not allow the exclusion or limitation of this warranty so the above exclusions or limitations may not apply to you. This warranty gives you specific legal rights and you may have other rights, which vary, from state to state.

Discharge water pump has a ninety (90) day warranty.

This warranty does not cover product failure resulting from:

- 1. Normal wear.
- 2. User abuse, including immersing non-submersible products, dents or damage to barrel

WARRANTY EXCLUSIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GECCO MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE DROPMASTER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY OF THE ORIGINAL PURCHASER FOR BREACH OF GECCO OF ANY WARRANTY SET FORTH HEREIN SHALL BE LIMITED, AT GECCO'S SOLE ELECTION, OF THE REPAIR AND REPLACEMENT OF THE DROPMASTER OR ANY COMPONENT GECCO NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO THEREOF. ASSUME FOR IT, ANY ADDITIONAL LIABILITY OR RESPONSIBILITY CONNECTION WITH THE DROPMASTER AND NO AGENT, EMPLOYEE OR REPRESENTATIVE OF GECCO HAS THE RIGHT TO MODIFY OR EXPAND THE WARRANTIES SET FORTH HEREIN AND NO SUCH MODIFICATION OR EXPANSION SHOULD BE RELIED UPON BY THE ORIGINAL PURCHASER.

The warranty shall not apply to a Dropmaster unit or to any component thereof if it has been subjected to operations in excess of design limitations, negligent maintenance, abuse, or damage by alteration not expressly authorized in writing by GECCO.

**LIMITATION OF LIABILITY**. To the extent allowable under law, GECCO's liability for consequential and incidental damages is expressly disclaimed. GECCO's liability in all events is limited to and shall not exceed the purchase price of the Dropmaster.

We undertake no responsibility for work done or expense incurred in connection with repair or replacement except on specific authority. We accept no liability hereunder, whatsoever, for consequential damages of, or for the negligence of others. The foregoing warranties are exclusive and there are no warranties, which extend beyond the period set forth herein. These express warranties are in lieu of all other warranties whether written, oral or implied and GECCO, Inc. hereby expressly excludes the implied warranties of merchantability and fitness for a particular purpose.

## **WARRANTY CLAIMS:**

All warranty claims shall be made to GECCO, Inc., <u>1-866-GECCO-00</u>, and shall be supported by satisfactory evidence in respect of conditions herein noted. For a warranty claim please call GECCO for further instructions. Any part which is determined to be defective in material or workmanship and returned to GECCO as instruction will be, as the exclusive remedy, repaired and replaced at GECCO's option.