



VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:

This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation
- Damages incurred during installation or maintenance

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.