

# A.Y. McDonald Mfg. Co.

**"LIMITED WARRANTY** Subject to the limitations stated herein, A.Y. McDonald Mfg. Co. ("Seller") warrants that pumps and pump accessories manufactured by Seller shall be free from defects in material and workmanship and shall perform the services for which they are intended when properly installed, under normal use, and under ordinary conditions, for a period of two (2) years from the date of manufacture or one (1) year from the date of installation, whichever is earliest. Other warranty periods may apply to certain products noted below. This Limited Warranty does not cover or apply to water service products, plumbing products, or high pressure gas products manufactured by Seller. Buyer must notify Seller in writing of a potentially defective product as soon as possible, which notice must provide the serial and model numbers of the product and a description of the potential defect. Upon receipt of such notice, Seller shall, at its option and at its expense, examine such product at Seller's factory or such other location as Seller shall determine. Should Seller agree to a return of the product, buyer shall follow in every respect the packaging and transportation instructions provided by Seller. In no case shall a product be returned without first obtaining the permission of Seller. If a product is proven to the satisfaction of Seller to be defective, then Seller shall, at its option and at its expense, repair or replace such product or reimburse buyer for the price paid by buyer for such product, and credit will be issued to buyer to offset the expense of the return shipment to Seller for shipments within the continental United States. The cost of shipping to buyer a repaired or replaced product shall be paid by Seller on the same shipping terms as the original shipment of such product to buyer. Except as stated herein, buyer shall assume all responsibility and expense for any dismantling, removal, reinstallation, and shipping in connection with this Limited Warranty, and no claims will be allowed for labor, shipping, materials, or other costs incident to the repair, replacement, or return of a product.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY SELLER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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This Limited Warranty shall not apply to product failure or defect: caused by sand or abrasive materials in water, corrosion due to aggressive waters, storm, fire, wind, accident, or similar casualty, or improper electrical supply; due to a defect in the design, engineering, or installation of any water or other system; where the product has been modified without the prior written authority of Seller; caused by the failure to install or use the product in conformity with any instructions or specifications provided by Seller; caused by the improper installation, use, application, maintenance, repair, transportation, handling, or storage of the product; caused by the fault or negligence of anyone other than Seller or any other act or event beyond the control of Seller. Seller makes no warranties as to any products or product parts or components that are not manufactured by Seller, and such items (including the motors, tanks, air volume controls, and pressure switches that may be a part of the pump system) may be warranted only to the extent of the original manufacturer's warranty, if any. The limitations of liability contained in this Limited Warranty shall be effective without regard to Seller's performance or failure or delay of performance under any other term or condition of any trade customs, warranty, or other agreement. No employee, representative, or agent of Seller, nor any other person, has authority to assume or incur on behalf of Seller any liability, obligation, or responsibility in place of or in addition to this Limited Warranty."

The following warranty periods apply to the products noted below and are the only variations to the above standard Limited Warranty:

Two (2) years from date of installation applies to model# 5000PVSPBU Battery Backup Sump Pump

Three (3) years from date of installation applies to model(s)# 17035R020PC1, 17052R020PC1, 17070R020PC1, 17040C035PC2, 17062C035PC2, 17078C035PC2 Booster Pumps; 5020PUUP, 5025PTSP, 5025PVSP, 5033PVSP, 5033PVPD Sump Pumps; 5033CUEF, 5033CTEF25, 5050CUEF, 5050CTEF, 5050CTEF25, 5050CVSJ, 5050CTSJ25, 5050CTSJ, 5050CVEF, 5050CUSJ, 5050CUEF25, 5050CUSJ15, 5050CTSJ15, 5050CVSJ15, 5040CUEFH25, 5040CTEFH25, 5050CUEFH25, 5050CTEFH25 Effluent/Sewage Pumps; and 5050CTSJPAC, 5050CTSJPACSL, 5025PTSPCWB, 5050CTSSJPAC24, 5050CTSJPACSDA Package Systems.

Five (5) years from date of installation applies to model(s)# 5030CVSP, 5030CUSP, 5030CUSP25, 5030CTSP, 5033CVSP, 5033CUSP, 5033CUSP25, 5050CVSP, 5050CUSP25, 5033CVSPEZ, 5050CVPD Sump Pumps; 5030CVSPK, 5030CVSPCSK Package Systems; 5030CVSPBUSS, 5033CVSPBUSS Side x Side Sumps; 16002-V3MPX, 16005-V3MPX Potable Water Pressure Tanks; and 16002-V3M, 16005-V3M, 16007-V3M, 16014-H4M, 16020MV4F, 16020-H4M, 16032MV4F, 16036MV4F, 16052MV5F, 16086MV5F, 16096MV5F, 16119MV5F Well Tanks.