

## WARRANTY

1 YEAR LIMITED WARRANTY ON DRAINHOG INC'S PLASTIC AND STAINLESS STEEL UNITS, ON LEGS OR SUSPENDED, AND PUMPING STATION (MODEL NUMBERS DRAINHOG-L, DRAINHOG-S, DRAINHOG-L-SS, DRAINHOG-S-SS, DHPS) FROM THE DATE OF PURCHASE OR 6 MONTHS AFTER FABRICATION DATE.

DrainHog Inc. warrants to the original purchaser ONLY that the products subject to this sale, are free of material and workmanship defects, and conform to the specifications published by DrainHog Inc.

This warranty is only valid if the product is installed and used under normal working conditions, and for the purpose for which it was intended, given the terms and conditions listed below. If the buyer does not provide protective storage, does not install or maintain the equipment according to manufacturer's instructions, this warranty will become NULL and VOID. In the event that the buyer discovers a material defect or notices malfunctioning from the products, they must immediately notify the installer / distributor / store from which the product was purchased, who will, in turn, notify DrainHog Inc. of the claim. Notifications for product malfunctions will not be received by DrainHog Inc. past the timeframe given for the warranty, which is determined, based on the date the product was manufactured.

If requested by the manufacturer, prior to attempting any repairs, defective products or parts thereof must be promptly returned to one of the manufacturer's warehouses, or sent to an authorized service representative, as indicated by the manufacturer. The manufacturer accepts no responsibility for loss or damage to the product(s) while in transit, nor will any warranty claim be considered unless the returned goods are received in the exact condition they were in prior to shipping. Claims for damage due to shipping are the sole responsibility of the customer and must be resolved by the customer directly with the shipping carrier.

If a claim is deemed valid, the manufacturer's sole obligation under warranty shall be, at their own discretion, to refund the defective product. DrainHog Inc. will NOT accept any claims from the customer for labour costs associated with the removal or reinstallation of the product and/or part thereof. No claims will be accepted for returned items which show obvious signs of repairs, alterations, and/or other modifications (to the product or any of its parts thereof) effected without first obtaining written authorization from DrainHog Inc. Under the terms of this warranty, in no event shall the manufacturer be held responsible or liable for:

- 1. Consecutive, indirect or particular loss or damages. Such damages include, but are not limited to, loss of profits, loss of capital, loss of revenue or savings, loss resulting from the non-use of the product or of associated equipment, downtime, cost of substitute equipment, facilities or services, injuries, property damages or any claims of third parties (including the customer). Some states / provinces do not allow limitations or exclusions of indirect or consecutive damages; therefore this clause may not be applicable in certain cases.
- **2.** Damages, defects or malfunctioning caused by a failure to install and maintain the product in accordance with the printed instructions that were included with the product.
- **3.** Malfunction or damages due to abnormal conditions of use, accidents, mishandling, neglect or misuse of the product (i.e. using the product for purposes other than for which it was intended).
- **4.** Loss, damage and/or labour costs incurred as a result of the improper installation or the installation of defective parts or inadequate repairs/service by others, using unauthorized attachments or modifications.
- **5.** Damage caused by (including but not limited to) sand or abrasive materials, buildup of chemical products, mud, oily residues, acids, corrosion, mishandling or improper installation.



- 6. Damage caused by natural disasters such as fire, wind, earthquakes, and lightning.
- **7.** Parts, components or products not manufactured by DrainHog Inc. but used in conjunction with the products that are subject of this sale.
- 8. Any abuse or misuse by the customer.

Refund will be granted only after reception of the product at the manufacturer's facility, when the manufacturer acknowledges a failure in the product. No refund will be granted without the manufacturers authorization.

The present warranty is the sole warranty of the manufacturer. Any other warranties express or implied in law or in fact, including but not limited to, warranties of merchantability or fitness for particular purpose, are hereby specifically disclaimed.

Some states / provinces do not allow limitations on the duration of implied warranties; therefore, this clause may not be applicable to you. This warranty extends ONLY to the original purchaser and is therefore not transferable.