



### **Darley Pump Standard Engine Driven Limited Warranty**

W.S. Darley & Co., herein referred to as "Darley", warrants to the original purchaser (the "Customer") only, subject to the terms and conditions of this Limited Warranty, that Darley will, at its option, repair or replace, in whole or in part, any engine driven Darley Pump (hereafter, "Pump") which Darley determines to be defective in materials or workmanship produced or performed by Darley, for a period commencing on the date such Pump is shipped to Customer from Darley's plant (the "Ship Date") and ending on the earlier of **three years** or **3000 hours** of pump usage following the ship date (the "Warranty Period"). Darley may also, at its discretion, elect to refund the purchase price to the Customer in lieu of any repair or replacement. Original Equipment Manufacturer ("OEM") Customers may transfer this warranty to their end purchasers without the written consent of Darley, provided such OEMs identify such customers by written notice to Darley.

This warranty does not cover any parts or equipment which may be included in a Pump, but which are not manufactured by Darley. Such non-covered items shall carry only such warranties, if any, made by their respective manufacturers and assignable to the Customer. This warranty further excludes any coverage of damage or loss to any equipment or structures in which a Pump is incorporated or to which a Pump may be attached, as well as any damage to or failure of Pump is caused by or related to misuse, accident, failure to maintain or service, abuse, negligence, applications which exceed Darley's recommended limitations, or in the event of Customer's unauthorized or improper modification(s) of a Pump (and regardless of any actual or constructive knowledge Darley may have of such modifications), or in the event a Pump has been repaired, altered, or treated by anyone other than Darley trained technicians.

The following repairs or replacement expenses are specifically excluded from the scope of this warranty: non-defective parts worn, exhausted or consumed through normal usage; consumable parts subject to routine replacement, including but not limited to pump packing, O-rings, gaskets, intake screens, anodes or filters; and routine maintenance specified in the operator's manual.

Customer shall notify Darley in writing within the Warranty Period of any claim under this Warranty, to Darley's Itasca, Illinois office (except as otherwise directed), and the Customer shall comply with Darley's reasonable claim documentation and processing according to Darley's Returned Good's Authorization form and procedures, which should be requested when making a warranty claim.

Within 30 days of Customer's receipt of a Returned Goods Authorization, Customer shall return the Pump or claimed defective component thereof to Darley F.O.B Darley's designated plant. Customer shall bear all of its own costs of dismantling, removing, shipping, storing, insuring and reinstalling Pumps or parts thereof which are submitted to Darley for warranty evaluation. Darley shall within a reasonable time examine the returned item and determine whether such item is defective, and at Darley's election, whether to repair, replace, recondition, or refund the price thereof. The amount of any refund shall not exceed Customer's purchase price. No reimbursement or allowance will be made to Customer for Darley's labor costs or other expenses of repairing or replacing defective products or workmanship, all such costs of which shall be billed to Customer. Any repaired Pumps or replacement parts shall also be covered by this limited warranty, subject to the same original Warranty Period (which shall not be extended by reason of any repair or replacement).

This limited warranty shall be Customer's sole & exclusive contractual remedy for any defect or failure of a Pump or component, and as such excludes any remedy or cause of action in tort or contract against Darley or any of its suppliers or distributors for liability to Customer or to any other person for any incidental, consequential, or other damages (including but not limited to personal injury; death; property damage due to fire, water or any other cause; loss of crops, timber or wildlife; loss of time or interruption of operations or related costs; delays; demurrage; lost profits; or indirect or special damages) arising out of or relating to the use (including any malfunction) or inability to use any original, repaired, replaced, or substitute Pump, regardless of the reason for such damage, loss or injury. Under no circumstance will Darley's liability for any claim hereunder, including for breach of warranty or any cause of action related to an alleged breach of this warranty, exceed Customer's purchase price for the Pump or component thereof which is the subject of this warranty.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY DARLEY, AND IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ANY OF WHICH ARE DISCLAIMED, INCLUDING NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM THE PATENT INFRINGEMENT. CUSTOMER ASSUMES ALL RISK OF USING ALL PUMPS FOR ALL FORESEEN AND UNFORESEEN PURPOSES. CUSTOMER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE.**

All items of this limited warranty are subject to the standard W.S. Darley & Co. purchase contract standard terms and conditions in effect at the time of sale, and to any written modifications to this standard limited warranty agreed to by Darley and Customer (including but not limited to the Darley Pump Premium Protection Plan.) Any bad faith invocation of a warranty claim, or customer's breach of purchase contract (including OEM breaches), will void Darley obligations to Customer hereunder. The scope and operation of this limited warranty shall be interpreted under Illinois law.