

## **TVS PUMPS (Toronto Valve Services Ltd)**

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### **Limited Warranty:**

We warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time period, when installed and maintained in accordance with our instructions.

Pumps Products: One (1) year from date of shipment. Repairs are subject to 90 days warranty. Merchandise not of our manufacture such as pumps, accessories and electric motors are limited to the original Manufacturer's Warranty.

Merchandise of our manufacture is warranted to do the work for which it is intended where properly installed and operated. Any equipment or part thereof returned prepaid within a specified warranty period will be replaced no charge providing part shows definite defect in material or workmanship. Model and Serial number with date of installation must accompany all warranty claims. Any claims for defective motors are to be made to the nearest authorized motor manufacturer warranty repair depot. Charges for consequential damages, labour costs or expenses resulting from motor failure will not be allowed by TVS Pumps. Mechanical seal failures are not under warranty unless the failure occurs on initial start-up and only then if the incident is reported within 48 hours. Mechanical seal failures caused by system contaminants such as welding slag, metal filings, silicates, iron oxide, and/or the excessive use of chemical additives to the system are not covered by warranty.

UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOUR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DAMAGE OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without prior written approval. If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount of attorney's fees.