



**Standard are the Obvious Con-Serv Qualities:**

User Friendly ■ Quality Construction ■ Performance ■ Low Cost to Operate ■ Inexpensive to Purchase

## **CON-SERV MANUFACTURING ONE YEAR LIMITED WARRANTY**

**CON-SERV MANUFACTURING** (referred to herein as "CON-SERV"), whose address is 605 W. Brannen Road, Lakeland, Florida 33813, warrants to the purchaser (referred to herein as the "Purchaser") of water filtration and reclaim system products sold by CON-SERV (referred to herein as the "Products"), that the Products shall be free from manufacturing defects for a period of one (1) year from the original date of purchase from CON-SERV, subject to the following provisions and limitations:

1. **Conditions to Warranty.** CON-SERV's obligations under this Warranty shall only arise if the Products are installed in accordance with the printed instructions provided by CON-SERV and local building codes, ordinances, regulations, and good industry practices. Notwithstanding any other provision herein to the contrary, this Warranty does not extend to any damages or defect resulting, in whole or in part, from wear and tear, misuse, improper handling, improper storage or improper installation of the Products.
2. **Warranty Claims:**
  - a. **Procedure to File a Claim.** If at any time within one (1) year from the date of sale of the Products, the Purchaser shall detect a manufacturing defect covered by this Warranty, the Purchaser shall notify CON-SERV in writing at the address provided above within thirty (30) days of the date of discovery of the alleged defect. CON-SERV shall be released from any obligation under this Warranty for any claim, which it does not receive in the claims period specified above. The Purchaser shall allow CON-SERV a period of thirty (30) days from the date of receipt of written notification to inspect the Products to determine the nature and extent of the alleged defect. If any person shall alter or attempt to remedy the alleged defect prior to CON-SERV's inspection, CON-SERV shall be released from any obligation under this Warranty for any such alleged defect in the Products. If CON-SERV's Inspection verifies a manufacturing defect, which is covered by this Warranty, CON-SERV, in its sole discretion, shall either repair or replace the defective Products within a reasonable period of time.
  - b. **Remedy.** The sole and exclusive remedy under this Warranty shall be limited to, at CON-SERV's sole discretion, either the repair or replacement of the defective Products.
  - c. **Contingency for Failure of the Exclusive Remedy.** If a court of competent jurisdiction determines that the exclusive remedy of repair or replacement provided in this Warranty shall fail of its essential purpose, then, CON-SERV's sole and exclusive responsibility shall be the refund of the purchase price for those Products which shall be determined to be defective, provided that the Purchaser, at its sole cost and expense, return of the defective Products to CON-SERV at the address provided above.
  - d. **Limitation of Actions.** Any litigation for breach of this Warranty must be commenced within one (1) year after the cause of action has accrued.
3. **LIMITATION OF DAMAGES.** THE EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCTS IS THE REMEDY PROVIDED HEREIN. CON-SERV SHALL NOT, UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY OTHER CLAIM OR DAMAGES, INCLUDING DAMAGE TO THE PRODUCTS OR DAMAGE TO OTHER PROPERTY CAUSED BY THE PRODUCTS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INCONVENIENCE, LOSS OF USE OF ANY PROPERTY, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER OR NOT CON-SERV MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. **LIMITATION OF EXPRESS AND IMPLIED WARRANTIES.** NO WARRANTY OTHER THAN THE EXPRESS WARRANTY ON THE FACE HEREOF HAS BEEN MADE OR WILL BE MADE ON BEHALF OF CON-SERV WITH RESPECT TO THE PRODUCTS OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE PRODUCTS. CON-SERV DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY DESCRIBED IN THE UNIFORM COMMERCIAL CODE AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
5. **No Authority to Bind CON-SERV.** No agent, salesman, employee, contractor, distributor or representative of CON-SERV shall have authority to change, alter or amend this Warranty, and this Warranty shall not be changed, altered or amended except by an instrument in writing signed by CON-SERV's duly authorized representative.
6. **Exclusive Warranty.** This Warranty provides CON-SERV's complete and exclusive agreement to provide a warranty and remedy for any defect of any kind or nature whatsoever in the Products and supersedes any and all prior oral or written agreements or representations made by or on behalf of CON-SERV.
7. **Time.** Time is of the essence of this Warranty and its terms.
8. **Governing Law.** This Warranty shall be governed by, and construed in accordance with, the laws of the State of Florida.
9. **Pump Warranty.** See separate Limited Pump Warranty Information.