

**Dewatering Solutions**

84 Floodgate Road, Bridgeport, NJ 08014  
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## **Limited Product Warranty Godwin Dri-Prime® Pump**

Subject to the terms and conditions below, Xylem Dewatering Solutions, Inc. ("Xylem") warrants that products manufactured by it (other than components subject to an OEM Warranty) (collectively, the "Products"), when used as intended and designed, shall be free from defects in material and/or workmanship for the applicable Warranty Period. Warranty coverage for new Products sold to the original owner begins on the date of shipment for a period of twelve (12) months or an accumulation of two thousand (2,000) hours of use, whichever occurs first (the "Warranty Period").

Engines, motors and driven components carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All Warranty claims for defects in material and/or workmanship involving OEM components must be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Xylem shall have no liability under OEM warranties.

Warranty claims must be submitted promptly to Xylem in writing at 84 Floodgate Road, Bridgeport NJ 08014, Attn: Warranty/Service Dept., and actually received within the applicable Warranty Period, including proof of purchase and describing in detail: (i) the applicable Warranty, (ii) the claimed Product deficiency, defect or failure, (iii) Product information required by Xylem, and (iv) sales or purchase order for any replacement parts (sent to Xylem Parts Sales Department). Returns must have prior written authorization from Xylem. Purchaser's exclusive remedies under this Warranty shall be, at Xylem's sole discretion: (i) replacement parts; or (ii) credit for the approved costs for replacement parts. These remedies are expressly limited to the replacement of the defective part(s) and do not include the replacement of the entire Product. Xylem shall not be held responsible for travel expenses, rented equipment, outside contractor's fees or unauthorized repair shop expenses. Xylem neither assumes nor authorizes any person or other company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this by a representative or other sales agent is their exclusive responsibility. Transportation charges shall be borne by the Buyer. The Warranty does not cover any incidental or consequential costs or damages, including without limitation and not necessarily limited to: shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, re-rental expenses and damages to property or other equipment.

The warranty covers the above-described portable pumping equipment when used for pumping non-corrosive liquids containing limited quantities of abrasive particles in compliance with technical manuals and Company representations. This warranty shall extend only to the original owner and shall not apply to replacement of non-defective parts (such as seals, wear plates, and impellers) that may wear and need to be replaced with reasonable use within the warranty period or which may require replacement in connection with normal maintenance (such as fluids, filters, and belts). Additionally, this Warranty shall not apply to the extent Product defect has been caused by any of the following: (i) Product operator negligence or intentional misconduct (other than by Xylem), (ii) casualty or accident to the Products; (iii) use and operation of the Products not in conformance with Xylem's training and/or operation manuals, or operation exceeding Xylem ratings for the Products, including misuse and abuse;



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(iv) operation, maintenance and/or service of the Products not in conformance with Xylem's recommended operation, maintenance and/or service schedules; (v) improper installation (other than by Xylem) not in material conformance with Xylem specifications; (vi) unauthorized modification of or alternations to the Products; (vii) improper load sizing (other than by Xylem); (viii) transportation damage; or (ix) Product exposure to the elements or other acts of God.

**THE EXPRESS WARRANTIES PROVIDED HEREIN ARE OFFERED IN LIEU OF ALL OTHER WARRANTIES, AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, XYLEM'S REPLACEMENT OF OR CREDIT FOR DEFECTIVE PARTS AS DESCRIBED HEREIN SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND XYLEM SHALL HAVE NO ADDITIONAL OBLIGATIONS. XYLEM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO PURCHASER OR ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED IN AND BY THIS WARRANTY. XYLEM HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES ARISING BY OPERATION OF LAW, COURSE OF DEALING OR CUSTOM OF TRADE). XYLEM SHALL NOT BECOME LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (WHETHER BY VIRTUE OF A PURCHASE AGREEMENT, THIS WARRANTY, ANCILLARY AGREEMENTS ENTERED INTO IN CONJUNCTION WITH THE FOREGOING OR ANY OTHER DOCUMENTS) FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECULATIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE INCLUDING WITHOUT LIMITATION PURCHASER'S OR ANY THIRD PARTIES' LOST PROFITS WHICH MAY RESULT FROM, BE CAUSED BY OR ARISE OUT OF: (I) BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE MADE BY XYLEM; (II) THE USE, OR COST OF USE, OF THE PRODUCTS; OR (III) XYLEM'S PERFORMANCE OF ANY REMEDIAL WORK REQUIRED BY THIS WARRANTY.**

This warranty applies only to Products sold within North America and South America. Some states in the United States of America do not allow limitations of how long an implied warranty extends, or the exclusion of incidental, indirect, special or consequential damages, so that the above limitation or exclusion may not apply to you. In some Canadian provinces legislation provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Warranty provides specific legal rights; other rights may be available, but may vary from state to state or from province to province.  
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This policy is subject to change.