

BJM PUMPS, LLC
123 Spencer Plain Road
Old Saybrook, CT 06475, U.S.A.

WARRANTY AND LIMITATION OF LIABILITY

Unless otherwise expressly authorized in writing, specifying a longer or shorter period, BJM Pumps, LLC warrants for a period of eighteen (18) months from the date of shipment from the Point of Shipment, or one (1) year from the date of installation, whichever occurs first, that all products or parts thereof furnished by BJM Pumps, LLC under the brand name BJM Pumps, hereinafter referred to as the "Product" are free from defects in materials and workmanship and conform to the applicable specification.

BJM Pumps, LLC's liability for any breach of this warranty shall be limited solely to replacement or repair, at the sole option of BJM Pumps, LLC, of any part or parts of the Product found to be defective during the warranty period, provided the Product is properly installed and is being used as originally intended. Any breach of this warranty must be reported to BJM Pumps, LLC or BJM Pumps, LLC's authorized service representative within the aforementioned warranty period, and defective Product or parts thereof must be shipped to BJM Pumps, LLC or BJM Pumps, LLC's authorized representative, transportation charges prepaid. Any cost associated with removal or installation of a defective Product or part is excluded.

IT IS EXPRESSLY AGREED THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BJM PUMPS, LLC'S DISTRIBUTORS AND CUSTOMERS. UNDER NO CIRCUMSTANCES SHALL BJM PUMPS, LLC BE LIABLE FOR ANY COSTS, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY BJM PUMPS, LLC AND EXCLUDED FROM THIS WARRANTY.

BJM Pumps, LLC neither assumes, nor authorizes any person to assume for it, any other warranty obligation in connection with the sale of the Product. This warranty shall not apply to any Product or parts of Product which have (a) been repaired or altered outside of BJM Pumps, LLC's facilities unless such repair was authorized in advance by BJM Pumps, LLC or by its authorized representative; or (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to BJM Pumps, LLC's instruction.

In any case of products not manufactured and sold under the BJM Pumps, LLC brand name, there is no warranty from BJM Pumps, LLC; however BJM Pumps, LLC will extend any warranty received from BJM Pumps, LLC's supplier of such products.