

Limited Warranty**LIMITED WARRANTY****MUNICIPAL: PERMANENT INSTALLATIONS**

EIC warrants for a period of five (5) years or ten thousand (10,000) hours of operation, whichever shall first occur, measured from the date of shipment from EIC (the "Warranty Period"), the Equipment of its own manufacture against defects in material and workmanship, when installed, used and maintained in accordance with instructions as provided by EIC in permanent municipal installations under the following conditions of service only:

- 1) Raw Sewage; or
- 2) Municipal Wastewater; or
- 3) Potable or Raw Water; or
- 4) Storm Water; and
- 5) Liquids must be abrasive-free and non-corrosive.

This is a LIMITED warranty. The following are CONDITIONS OF WARRANTY:

- 1) Only Municipal Applications are qualified to participate hereunder;
- 2) Start-Up Procedures in accordance with instructions provided by EIC must be properly completed, and a report confirming same must be prepared & submitted with all warranty claims.
- 3) Elapsed-time meters must be installed and be operational within the electrical control panel;
- 4) All EIC-prescribed maintenance procedures must be followed, documented and proof thereof submitted to EIC with any warranty claim hereunder;
- 5) Each warranty claim must be submitted in accordance with EIC's Warranty Procedures, which require notification to EIC and assignment by EIC of a Materials Return Authorization ("MRA") number. EIC's Warranty Procedures are provided with each item of EIC Equipment sold hereunder by EIC.
- 6) Any repairs to EIC Equipment, whether warranty claims or otherwise, by other than an EIC-authorized repair or service facility may invalidate the warranty hereunder.

If a defect appears in the EIC Equipment warranted hereunder during the Warranty Period and Purchaser has given EIC immediate written notice of same, EIC will either repair the part, or replace the part, by shipping a similar part F.O.B. EIC's shipping point, or at its option grant a credit reimbursement or refund an equitable portion of the purchase price. EIC may require Electrical System Schematics (including Bills of Materials) and other data regarding maintenance and applications, as well as return of the Equipment, transportation prepaid, to substantiate and validate the warranty claim. The warranty shall not apply to any Equipment which has been subjected to misuse, accident or neglect or used in any manner not consistent with the applications disclosed to EIC at the time of purchase, or to Equipment damaged due to defective power supply, incorrect electrical protections or faulty installation or maintenance. All costs of field labor, removal, reinstallation and transportation shall be borne by the Purchaser.

The Warranty Period shall not be suspended or tolled upon stopping operations for the warranty repairs, nor recommence upon completion of said repairs, but rather shall run continuously from commencement until normal expiration. Repair parts shall carry no greater warranty than the remaining balance of the underlying Equipment into which the repair part may be installed, expiring at the same time as said underlying warranty.

This is a *pro rata* limited warranty. EIC will pay the following share of the cost of replacement or repair parts:

Warranty Period Following Shipment

Lesser of:

| | | | |
|------------------------|--------|-----------|------------|
| Months: | 0-18 | 19-39 | 40-60 |
| Hours of Operation: | 0-3000 | 3001-6500 | 6501-10000 |
| Warranty Repair Costs: | 100% | 50% | 25% |

This is EIC's sole and exclusive warranty. It applies only to EIC Equipment, including QDC (Quick Discharge Connector) Power Cables when originally purchased with EIC Equipment, but specifically excludes all other equipment of others' manufacture, whether or not such equipment is included in EIC's scope of supply hereunder. Such other equipment is warranted only by its manufacturer.

EIC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY EIC AND EXCLUDED FROM THESE TERMS AND CONDITIONS OF SALE. The Purchaser's sole and exclusive remedy, whether in warranty, tort or contract, including negligence, will be to proceed under this warranty. All liability of EIC shall terminate no later than the expiration of the Warranty Period. EIC SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

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