

TRIDENT GP SERIES FOAM PUMPS

## Warranty

**Trident Emergency Products** (Seller) warrants its GP Series<sup>™</sup> rotary gear foam pumps to be free of defects in materials and workmanship under normal use and service for which the products were designed to the Buyer. This warranty is for a period of 60-months after shipment from factory. Seller must be notified in writing within the warranty period of any defects and shall have the option of requiring the return of parts or entire pump to its factory for verification of any claim. Seller will have the sole discretion in determining whether a pump is defective, and to make determination to repair or replace said pump during the warranty period. Attempt by Buyer or End User to make alterations or repairs to a pump during the warranty period without written consent by Seller will void the warranty.

The use of non-Trident specific parts to make repairs without written concent by the Seller will void the warranty.

## THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller's sole obligation under this warranty shall be, at its option, to repair or replace any equipment (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such equipment or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any labor costs or charges incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of equipment or repaired or replacement parts; or (h) any other loss, damage or expense of any nature.

The warranty shall not apply to any additional Trident supplied equipment, or Buyer/End User supplied equipment, associated with pump operation that is covered by another manufacturer's separate or special warranty, such as motors, engines, couplings, relief valves, pump control panels, etc. Pump defects caused by improper installation and plumbing connections, failure to follow installer responsibilities and periodic pump inspection and maintenance outlined in the 0&M Manual, and operating the pump outside of the intended parameters established by the Seller will void the warranty. The failure to provide proper discharge over-pressure protection in the form of a relief valve or other device or system will void the warranty.

**PERFORMANCE**: Equipment performance outlined on submitted curves is based on water as a medium. Performance may vary based on actual medium pumped and power applied.

**LIABILITY LIMITATIONS:** Under no circumstances shall the Seller have any liability under the Order or otherwise for liquidated damages or for collateral, consequential or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, regardless of the cause of such damages or losses. In any event, Seller's aggregate total liability under the Order or otherwise shall not exceed the contract price.

**MODELS COVERED:** This warranty covers the following models: GP30, GP60, GP120, GP160, GP200, GP300, GP350 and GP500.

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