

# LIMITED WARRANTY FOR WILO BUILDING SERVICES PRODUCTS AND CERTAIN ANCILLARY EQUIPMENT EXCEPT AS EXPRESSLY PROVIDED HEREIN, WILO USA LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY WILD USA LLC INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

## LENGTH AND SCOPE OF WARRANTY

WILO warrants to the original purchaser of the following products that:

(a) Residential Building Services Products (Classic Star, Circo Star, Stratos ECO and Z-15 circulator pumps) shall be free of defects in materials and workmanship for a period of three (3) years from the date of purchase;

(b) Commercial Building Services Glandless ECM Products (Stratos, Stratos D, Stratos Z) shall be free of defects in materials and workmanship for a period of four (4) years from; the date of purchase or date of warranty registration of the product with Wilo USA LLC, within 6 months of original purchase date;

(c) Commercial Building Services Glanded Products Stratos GIGA, IPL, IL, NL SCP, MVI, Helix, Helix Excel, ILv, IL-L, IL-C, IL-S, IL-X) shall be free of defects in materials and workmanship for a period of two (2) years from; the date of purchase or date of warranty registration of the product with Wilo USA LLC, within 6 months of original purchase date;

(d) Commercial Building Services Glandless Products (Top S) shall be free of defects in materials and workmanship for a period of Two (2) years from the date of purchase;

(e) Packaged Building Systems Products (COR, CO, SI, Excel Complete, Booster Systems) shall be free of defects in materials and workmanship for a period of two (2) years from the date of purchase or upon completion of warranty registration of the product with Wilo USA LLC, within 6 months of original purchase date;

(f) MTS, Rexa, SP Series Sump Pumps shall be free of defects in materials and workmanship for a period of one (1) year from the date of purchase;

Stand alone Motors, Variable Speed Drives, electrical control boxes and all other items other than WILO pumps furnished by WILO USA LLC are covered by a Limited Warranty for a period of one (1) year from date of shipment.

## **OBLIGATIONS OF WILO**

WILO's liability under this warranty shall be limited to, at WILO's option, (a) repairing or replacing, without charge, or (b) refunding the purchase price of any of the aforesaid products that has failed during the applicable warranty period because of defects in materials or workmanship. WILO will not be liable for any costs of removal, reinstallation or transportation or any other charges which may arise in connection with a warranty claim. If WILO determines that any claimed failure is not, in fact, covered by its warranty, purchaser shall pay WILO its then customary charges for any repair or replacement made by WILO.

Commissioning and initial start-up of all (b)(c) Commercial Building Services Products and (e) Packaged Building Systems Products units shall be performed by WILO or a WILO Authorized Service Provider and a written start-up report shall be generated to/by WILO. A copy of the start-up report shall be made available to the purchaser.

Operation of a WILO Commercial Building Services Products and Packaged Building Systems Product unit without an approved start-up shall make any warranty from WILO null and void without written permission from an officer of the company of WILO.

#### **OBLIGATIONS OF PURCHASER**

The purchaser should inspect all shipments/deliveries upon receipt. Damaged products should not be accepted, or signed for as "damaged" on the original bill of lading. WILO must be notified immediately of any shipments which were damaged within period of 48hrs with photographic confirmation. Upon receipt of delivery from WILO you have a period of 48hrs to declare any missing material listed on the BOL but not received. After this period WILO USA cannot be responsible for claims of missing items.

All claims under this warranty must be filed through the on line claims system at www.wilo-usa.com/wilo-usa-llc-home/servicesupport/service-warranty. Additional shipping fees may be applied.

## **EXCLUSIONS AND EXCEPTIONS**

The foregoing warranties do not apply to products that are (a) designed by the purchaser or (b) which are specially designed for particular projects, in which case a specific warranty may be negotiated between WILO and the purchaser. The foregoing warranties also do not apply to products that are sold by, but not manufactured by WILO, in which case WILO shall assign to the purchaser any warranty that was made by the manufacturer with respect to such product.

WILO will not be liable for damage or wear to products caused by misapplication of product, improperly installed or maintained systems, accident, abuse, misuse, Acts of God, unauthorized alteration or repair, or if the product was not installed in accordance with WILO's published installation and operation instructions. Please visit www.wilo-usa.com for a copy of our installation and operation instructions. WILO's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation unless the same was installed by WILO with full knowledge that it would be used to pump or circulate such chemicals or abrasives. WILO will not be liable for any damages that may arise through product failure. There are no express or implied warranties beyond those warranties described or referred to above. This limitation of liability may not be enforceable in some states.