



## LIMITED WARRANTY\*

### **THIS WARRANTY SETS FORTH THE COMPANY'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT.**

Franklin Electric Company, Inc. and its subsidiaries (hereafter "the Company") warrants that the products accompanied by this warranty are free from defects in material or workmanship of the Company.

The Company has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. The Company shall have the sole right to choose whether to repair or replace defective equipment, parts, or components.

The buyer should return the product to the place of purchase for warranty consideration. Subject to the terms and conditions listed below, the Company will repair or replace to the buyer any portion of this product which proves defective due to materials or workmanship of the Company.

The Company will consider products for warranty for 12 months from the date of installation or for 24 months from the date of manufacture, whichever occurs first.

The Company shall IN NO EVENT be responsible or liable for the cost of field labor or other charges incurred by any customer in removing and/or affixing any product, part or component thereof.

The Company reserves the right to change or improve its products or any portions thereof without being obligated to provide such change or improvement to previously sold products.

THIS WARRANTY DOES NOT APPLY TO products damaged by acts of God, including lightning, normal wear and tear, normal maintenance services and the parts used in connection with such service, or any other conditions beyond the control of the Company.

THIS WARRANTY WILL IMMEDIATELY VOID if any of the following conditions are found:

1. Product is used for purposes other than those for which it was designed and manufactured;
2. Product was not installed in accordance with applicable codes, ordinances and good trade practices;
3. Product was not installed by a Franklin Certified Contractor; or
4. Product was damaged as a result of negligence, abuse, accident, misapplication, tampering, alteration, improper installation, operation, maintenance or storage, nor to an excess of recommended maximums as set forth in the product instructions.

NEITHER SELLER NOR THE COMPANY SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS), ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT, AND THE BUYER AGREES THAT NO OTHER REMEDY SHALL BE AVAILABLE TO IT.

THE WARRANTY AND REMEDY DESCRIBED IN THIS LIMITED WARRANTY IS AN EXCLUSIVE WARRANTY AND REMEDY AND IS IN LIEU OF ANY OTHER WARRANTY OR REMEDY, EXPRESS OR IMPLIED, WHICH OTHER WARRANTIES AND REMEDIES ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT EITHER APPLIES TO A PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESSED WARRANTIES GIVEN ABOVE.

DISCLAIMER: Any oral statements about the product made by the seller, the Company, the representatives or any other parties, do not constitute warranties, shall not be relied upon by the buyer, and are not part of the contract for sale. Seller's and the Company's only obligation, and buyer's only remedy, shall be the replacement and/or repair by the Company of the product as described above. Before using, the user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith.

Some states and countries do not allow the exclusion or limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

\*Contact Franklin Electric Co., Inc. Export Division for International Warranty.