

WARRANTY

DATE EFFECTIVE: 1/1/09

As of the above date, this warranty supersedes all previous warranties and forms part of the contract of sale. Prochem Europe Ltd. (hereafter referred to as "Prochem") guarantees this machine to be free from defects in materials and workmanship for the relevant time period as shown below, and from the actual date of purchase by the user. Proof of the purchase date from a Prochem Authorised Distributor will be required for performance of this warranty.

Rotationally moulded polyethylene tanks2 Years
All other parts except maintenance items (see below)1 Year

THIS WARRANTY EXCLUDES NORMAL MAINTENANCE ITEMS, including but not limited to HOSES, FILTERS, O-RINGS, DIAPHRAGMS, VALVES, DRIVE BELTS, GASKETS, CARBON BRUSHES and damage to motors and other components as a result of failure to replace normal maintenance items. THIS LIST IS NOT EXHAUSTIVE.

To obtain performance of this warranty, contact the Prochem Authorised Distributor who supplied the product.

The Prochem Authorised Distributor is responsible as the selling agent for the provision of initial training in the correct use and application of the machine and approved chemicals. The distributor is also responsible for service maintenance and repairs during and after the warranty period and the administration of any warranty claims in conjunction with the Prochem Service Department.

If Prochem receives notice of any defects during the warranty period, Prochem reserves the right to either repair, or replace components that prove to be defective. Goods must be returned before the warranty is approved. Goods sent out prior to the return of faulty items will be invoiced at current prices, subject to standard payment terms (see Prochem Standard Terms and Conditions of Sale). Replacement parts supplied under warranty will be guaranteed for the remainder of the original machine warranty and **NOT** from the date of installation. Spare parts supplied after the expiry of machine warranty may be covered by an additional manufacturer's warranty subject to inspection by the manufacturer and at its sole discretion. Normal maintenance items, however, are not covered. Replacement or credit of any returned parts will be at the discretion of the Prochem Service Department. Any subsequent refusal to accept their decision will serve to invalidate this warranty with immediate effect.

PROCHEM AUTHORISED DISTRIBUTORS are responsible for machine and accessories service back up during and after the warranty period. Prochem will furnish parts if the warranty is approved, but **DISTRIBUTORS** will be responsible for fitting, service, labour and related charges including travel, if applicable, and the cost of returning the machine or parts to Prochem. If any chargeable work is undertaken by Prochem for **DISTRIBUTORS** the labour, parts (if applicable) and return carriage will be charged at **FULL LIST PRICE**. If warranty is approved due to genuine manufacturing defect, then labour charges and return carriage charges may be waived at Prochem's discretion.

Prochem may send replacement parts to customers supplied by a **DISTRIBUTOR** or directly by Prochem, subject to the same conditions of replacement and payment above. The customer, however, will be responsible for fitting, labour and the carriage costs of returning repaired parts. Alternatively, Prochem will undertake warranty work at Chessington, subject to the same conditions, but the customer will be responsible for all carriage charges.

Any of the following circumstances involving the machine will serve to invalidate this warranty:-

NORMAL WEAR, ACCIDENTS, USE OF THE MACHINE FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS INTENDED, INCORRECT MAINTENANCE, THE USE OF CHEMICALS OTHER THAN THOSE SUPPLIED OR APPROVED BY PROCHEM, EXPOSURE TO EXTREME TEMPERATURES OR CONDITIONS, INCORRECT INSTALLATION OR REPAIR & UNAUTHORISED INTERVENTION.

Liability is excluded for the following:-

All forms of damage and special damage founded in tort (apart from death and personal injury) and contract law including but not limited to consequential loss, loss of income and losses incurred in reliance of the contract; service, labour or third party charges and the cost of returning the machine or defective parts to Prochem or Prochem's Authorised Distributor.

As against a person dealing as a consumer, this warranty creates specific rights in addition to any statutory rights, which are unaffected. As against a person dealing otherwise than as a consumer, however, this warranty excludes any implied term that the machine will correspond with a description or a product sample.

With the exception of some specific products which are labelled and intended to be used by a consumer, all equipment, machinery, accessories, products, services and advice supplied by Prochem is intended for professional and industrial use only.

Your Prochem unit is designed to give you many years of reliable service. If a problem should arise during or after the warranty period, contact the Prochem Authorised Distributor or the Prochem Service Department, for details of the services available. Only the original purchaser of the new equipment may seek performance of this warranty – these rights cannot be transferred to a third party.

Prochem Europe Ltd.

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