



## GOVERNING LAW & LIMITED WARRANTY FOR PACKAGED PUMPING STATIONS

**GOVERNING LAW:** It is understood and agreed that these Terms and Conditions of Sale (this "Agreement") shall be interpreted under and pursuant to the laws of the State of Colorado; you agree that any action at law or suit which is related to any contact of sale brought against us shall be filed in a federal or state court located in the State of Colorado.

**LIMITED WARRANTY:** Munro, Inc. (the "Company") hereby warrants, in accordance with and subject to the provisions herein contained, your unit against defects in materials and workmanship under normal use and service when properly installed, following provided installation instructions for a period of 24 months or 2000 hours of operation (whichever occurs first), from the date of sale. In the event of a breakdown or failure of your unit or part thereof, within the period of 24 months or 2000 hours of operation, which prevents normal function, and is found to be the result of a defect in materials or workmanship, the Company will repair the breakdown or failure and/or replace any defective part or the whole unit at the Company's discretion. Freight charges will be the customer or ultimate consumer's responsibility.

If the packaged pump station is designed, by the Company, to be integrated with a Baseline, Inc., 3200 Controller and if the Baseline, Inc. components are installed in the pump station by the Company, and if the Baseline, Inc., components are in use and operating per design parameters at the time of a breakdown or failure of your unit or part thereof, the warranty period is hereby extended to 60 months or 5000 hours of operation (whichever occurs first), from the date of commissioning. The Company does not warrant the whole or any parts of the Baseline 3200 irrigation controller nor any Baseline components.

Further, we warrant to our immediate customer and to the ultimate consumer (the "Customer") that the products of our manufacture will be free of defects in material and workmanship under normal use and service, when installed and maintained in accordance with our instructions, for a period of twenty four (24) months from the date of commissioning or thirty (30) months from the date of shipment to the Munro distributor, whichever occurs first. When a packaged pump station is designed, by the Company, to be integrated with a Baseline, Inc., 3200 Controller and when the Baseline, Inc. communication components are installed in the pump station by the Company, and when the Baseline, Inc., components are in use and operating per design parameters within 60 days of commissioning and continuously throughout the warranty period, when the pump station is installed and maintained in accordance with our instructions, the warranty period is extended to a period of sixty (60) months from the date of commissioning or sixty six (66) months from the date of shipment to the Munro distributor, whichever occurs first. As used herein, the "Ultimate Consumer" is defined as the purchaser who first uses the product after its initial installation or, in the case of product designed for nonpermanent installation, the first owner who used the product. It is our immediate customer's obligation to make known to the Ultimate Consumer the terms and conditions of this warranty. This warranty provides limited specific legal rights, and there may also be other rights, which vary from state to state. As, and to the extent, covered by the federal consumer product warranties law (the Magnuson-Moss Act, 15 U.S. Code §2301, et seq., (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, to the fullest extent allowed, (2) this warranty is for all purposes a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against the Company, unless and until the Ultimate Consumer notifies the Company in writing of the defect, and delivers the product and/or defective part(s) Customer paid freight (see Return Policy section, below) to our factory or nearest authorized service facility. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may be limited by such law, to the extent applicable. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, F.O.B. POINT OF MANUFACTURE OR AUTHORIZED REPAIR STATION, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.** Unless expressly stated otherwise, statements as to the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on products manufactured by the Company, if any, are subject to laboratory tests corrected for field performance. Any additional statements, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing, if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. Components or accessories supplied by us but manufactured by others are warranted only to the extent of and are subject to the terms and conditions of the original manufacturer's warranty.

**RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSIS AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.**

This warranty shall not apply when damage is caused by (a) improper installation, mechanical or electrical, (b) improper power (i.e., voltage, etc.) (c) lightning (d) freezing (e) flooding or other acts of God (f) sand or other abrasive material (g) scale or corrosion build-up due to excessive chemical content. This warranty does not extend to or cover the unit or any part of it which, in the opinion of the Company, has worn by wear and tear, abraded or corroded by fluid pumped or environmental conditions, run in a dry condition, operated at high temperatures or outside the technical specifications of the unit. Mechanical seal failure is not warranted outside of initial start up. Any modification of the original equipment will also void this warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts, nor charges incurred by others without our prior written approval. This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the intended application and use of the product.

**UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, SERVICE OR REPAIR EQUIPMENT CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, REGARDLESS OF WHETHER SUCH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DAMAGE OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval.

If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount for attorney's fees.

### TERMS OF SALE

1. All pump station proposals are based on customer-supplied information. The Company does not verify site conditions, measurements, performance requirements or other variables.
2. Customer is responsible for all electrical wiring and other requirements to meet National Electrical Code (NEC) requirements.
3. Customer is responsible for all required grounding and bonding.
4. Customer is responsible for clarifying electrical supply to be utilized to power the pump station. If order is placed and the electrical supply requirements on site are different than those identified in the proposal and the submittal package (all changes must be identified within these documents - no other communication will supersede these documents and any changes must be reflected in these documents), the customer will be responsible for the cost of parts, labor and U.L. listing of the control panel for changes necessary.
5. Customer is responsible for all mechanical connections not included in the proposal and/or drawings and not previously assembled by the Company.
6. Customer is responsible for signing proposal agreement and project drawings (if provided), before construction begins.
7. For custom products, expected delivery is 6-8 weeks after 1) receipt of written purchase order and subsequently 2) customer written/mailed approval of proposal and any applicable drawings (unless otherwise noted).
8. A 50% down payment is required before construction begins, and additional progress payments may also be required on larger projects, unless prior arrangements have been made. All down payments and progress payments will be presented during quoting and agreed to in writing by an authorized representative of Munro, Inc.
9. Munro will supply start up assistance. Depending on the complexity of the pump station, at Munro's discretion, customer may have the option of start-up assistance by phone (no additional cost) or start-up assistance in-person (additional cost). If on-site start up is selected or required, Munro will supply start up assistance for the time needed to commission the pump station, up to one day including travel to and from the job site (unless otherwise noted). In the event that more than one day is needed, a charge of \$150.00 per hour, shop to shop, plus mileage or other travel expenses incurred will be applied. Start up assistance indicates only work to commission the pump station. A start up authorizing document will be supplied - customer is responsible for completing and returning. A minimum of two weeks advance notice is required.
10. A printed copy of operation, installation and maintenance manuals will be supplied. A digital copy will be made available as well. Additional printed copies can be supplied at additional expense.
11. Customer is responsible for offloading pump station and related equipment at the jobsite or other specified shipping location.
12. A monthly charge of \$250.00 will be applied to all pump stations stored at the Company's Grand Junction, CO production facility longer than 30 days.

**PRICING** – All prices provided are in US dollars and are guaranteed for 30 days from the date of written quote, unless otherwise noted. Unless noted, prices do not include applicable taxes or freight costs. Prices are otherwise subject to change without notice. Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. The Company reserves the right to reject any order.

**PAYMENT TERMS** – The Company accepts cash, checks, money orders, direct deposit, Visa, MasterCard, Discover and American Express. Credit card payments made on the date of invoice or within 10 business days of invoice date will not incur a fee. Credit card payments made 11 or more business days after the date of invoice will incur a 3% service charge. For Customers with established credit, terms are net, due 30 days following the date of invoice. A finance charge is computed on a periodic rate of 2% per month, which is an annual rate of 24%, on any previous balance not paid within 30 days (minimum service charge of 50%). Customer agrees to pay all costs of collection and all attorney's fees if the account becomes delinquent and is referred for collection.

**FREIGHT & SHIPPING** – Freight terms are FOB Munro, Inc. dock, unless otherwise noted. Unless other arrangements are made, the Company will ship to the address provided by Customer, by the most efficient means we find. Shipping and handling charges will be added to invoices. The Company is not liable for any delays in shipping or issues related to arrival times and does not guarantee delivery dates.

### RETURN POLICY

1. 30-days, new condition – Upon the Company's verification that the product is in new condition, the Company will provide a refund for the price paid less a 15% restocking fee, for all stock items returned in new condition within 30 days of purchase and sent freight prepaid to our factory or the nearest authorized service facility. Any returned product that is damaged through misuse, is missing parts, or is in unsellable condition due to Customer tampering will result in the Customer being charged a higher restocking fee based on the condition of the product.
2. Custom orders – All custom items are non-refundable. All custom order cancellations must be approved and may be denied or subject to restocking fees and other charges.
3. Damaged in shipping – Great care is taken in filling, checking and packing your order. Should your order be damaged or lost in transit, note condition on the delivery receipt before signing. If a truck shipment is damaged, please obtain an inspection report from the truck line immediately. The Company will help to resolve the situation to the best of our ability.
4. Warranty claim – Please note that products must not be returned to our factory or the nearest authorized service facility for warranty consideration without the Munro distributor first contacting Munro to initiate a Return Merchandise Authorization (RMA).
5. Freight – Freight charges to inspect a Munro product will be the user's responsibility until warranty eligibility is determined. If product is warranted, Munro will cover all freight costs. Munro's Packaging Guidelines must be adhered to. Lowest cost shipping option must be used. Pre-authorization from Munro is required for expedited shipping.
6. For complete warranty procedures and packaging guidelines, please visit: [www.munropump.com/Company-Information/Warranty-statements](http://www.munropump.com/Company-Information/Warranty-statements)

**ENTIRE AGREEMENT** – No employee or agent of Munro, Inc. has been authorized to make any promises, representations or warranties binding Munro Inc., or its parent company, Munro Companies, Inc., or its owners or management, other than those contained here or those which have been reduced to writing and signed by an officer of Munro Companies, Inc. Any verbal or written statements made by an employee or agent which are contrary to the provisions of this Agreement shall be deemed mere expressions of opinion and not binding. This Agreement constitutes the entire agreement between Munro, Inc. and the Customer with respect to the purchase of equipment, superseding all other agreements, whether oral or written.

**YOUR ACCEPTANCE OF ANY GOODS SUPPLIED BY US, OR ON OUR BEHALF, SHALL, WITHOUT LIMITATION CONSTITUTE ACCEPTANCE OF ALL TERMS, AND CONDITIONS STATED ABOVE.**



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