

## **BERKELEY/WICOR CANADA WARRANTY**

Berkeley/Wicor Canada, Inc. ("Wicor") warrants to the original consumer purchaser ("Purchaser") of its products that they are free from defects in material or workmanship.

If within twelve (12) months from the date of installation or twenty-four (24) months from the date of manufacture any such product shall prove to be defective, it shall be repaired or replaced at Berkeley's/Wicor's option, subject to the terms and conditions set forth below.

### **General Terms and Conditions**

Purchaser must pay all labor and shipping charges necessary to replace product covered by this warranty. This warranty shall not apply to products which, in the sole judgement of Berkeley/Wicor, have been subject to negligence, abuse, accident, misapplication, tampering, alteration; nor due to improper installation, operation, maintenance or storage; nor to other than normal application, use or service, including but not limited to, operational failures caused by corrosion, rust or other foreign materials in the system, or operation at pressures in excess of recommended maximums.

Requests for service under this warranty shall be made by contacting the installing Berkeley/Wicor dealer as soon as possible after the discovery of any alleged defect. Berkeley/Wicor will subsequently take corrective action as promptly as reasonably possible. No requests for service under this warranty will be accepted if received more than 30 days after the term of the warranty.

The warranty on all three phase submersible motors is void if three-leg overload protection of recommended size is not used.

This warranty sets forth Berkeley's/Wicor's sole obligation and purchaser's exclusive remedy for defective products.

**BERKELEY/WICOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER.**

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE DURATION OF THE APPLICABLE EXPRESS WARRANTIES PROVIDED HEREIN.**

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions 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.

**In the U.S.: Berkeley, 293 Wright St., Delavan, WI 53115**

**In Canada: Wicor Canada, Inc., 4544 Fieldgate Parkway, Mississauga, Ontario L4W 3W6**