



## HYDRO GATE LIMITED WARRANTY

We warrant each of our Hydro Gate products to be free from defects in material and workmanship for a period of eighteen (18) months from the date of shipment for all goods, provided that such product was both: (1) under normal use and service and used for the purposes and under the conditions for which such product is intended; and (2) installed and maintained according to our instructions and applicable local codes.

Our obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any our Hydro Gate product is proven to have failed to conform to the above stated warranty, then we, at our sole option, shall refund, repair, or replace the defective Hydro Gate product (F.O.B. the point of manufacture). We shall have the right to inspect the Hydro Gate product for which a claim is made under this warranty. If we request such an inspection, then the purchaser must return the Hydro Gate product to us, transportation prepaid.

This warranty does not cover failure of any Hydro Gate product caused by external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave. The Purchaser shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. FURTHER, WE HEREBY LIMIT OUR TOTAL LIABILITY TO THE VALUE OF THE HYDRO GATE PRODUCT SOLD.

*For more information about Hydro Gate or to view our full line of water products, please visit [www.hydrogate.com](http://www.hydrogate.com) or call Hydro Gate customer service at 1.800.423.1323.*

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