

H2O MECHANICS LIMITED WARRANTY FOR FROSTLINE IRRIGATION SPRAYER

Congratulations on the purchase of your new Frostline Irrigation Sprayer. H2O Mechanics is proud to provide the following limited warranty coverage for the Sprayer.

I. Limited Warranty

Except as identified in the Exclusions from Limited Warranty section below, H2O Mechanics warrants that it will replace or repair, at its sole option and discretion, any original parts of any Frostline Irrigation Sprayer sold by it that are defective in materials or workmanship. All warranty repairs or replacements must be performed by an authorized Installer, Service Provider or approved vendor. Repaired or replaced parts are covered only for the remainder of the Limited Warranty Period. This Limited Warranty does **NOT** include freight or labor charges.

II. Term of Limited Warranty

The Frostline Irrigation Sprayer Limited Warranty begins on the date of original installation and extends until twenty-four (24) months after the date of original installation (also known as the “Limited Warranty Period”). The Frostline Irrigation Sprayer Limited Warranty terminates upon the expiration of the Limited Warranty Period.

III. Party Covered By Limited Warranty

The Limited Warranty shall extend only to the authorized Installer, Service Provider or other approved vendor who purchases the Frostline Irrigation Sprayer directly from H2O Mechanics. To place the Frostline Irrigation Sprayer under this Limited Warranty, you must register the Sprayer with H2O Mechanics LLC at 15708 Parkview Drive, Newbury, OH 44065, within 30 days of the installation date.

IV. Other Warranted Products

Other new H2O Mechanics’ produced products, components and accessories that are not specifically mentioned elsewhere in this Limited Warranty are warranted to be free from defects in materials and workmanship for a period of thirty (30) days from the date of purchase.

V. Exclusions From and Limits on this Limited Warranty

The Frostline Irrigation Sprayer must be installed, operated and serviced in accordance with H2O Mechanics’ Technical and Installation Manual, recommendations and applicable codes in order to receive coverage under this Limited Warranty.

The performance of the Frostline Irrigation Sprayer is directly related to the proper installation of the Sprayer and the chemistry and composition of the water being treated. Therefore, this warranty is limited solely to the products manufactured and distributed by H2O Mechanics, including replacement products and parts.

This Limited Warranty **does not** cover the following:

1. Any part that has been subjected to misapplication, abuse, misuse, unauthorized alterations, modifications, repairs and/or improper or neglected installation or maintenance.

2. Any part damaged in an accident or by force majeure.
3. Any part that fails or is damaged from attachments, accessory items or parts not sold or approved by H2O Mechanics.
4. The installation of improper pump filters resulting in tower head freezing and/or water puddling around the spray tower due to low pressure or low flow rate.
5. Influent water to the Sprayer consisting of sand and/or grit equal to or exceeding 300 microns.

VI. Limited Warranty and Damage Disclaimer

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY H2O MECHANICS FOR THE FROSTLINE IRRIGATION SPRAYER. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS UNDERTAKINGS AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

H2O MECHANICS EXPRESSLY DISCLAIMS, AND UNDER NO CIRCUMSTANCES, WILL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE FROSTLINE IRRIGATION SPRAYER, DOWNTIME COSTS OR CLAIMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

H2O MECHANICS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE FROSTLINE IRRIGATION SPRAYER WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE FROSTLINE IRRIGATION SPRAYER BY THE ORIGINAL PURCHASER.

VII. Your Rights and this Limited Warranty

This limited warranty gives you specific legal rights. You may also have other legal rights that vary by state, province or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law.

VIII. Modification of this Limited Warranty

H2O Mechanics does not authorize any other person to assume for H2O Mechanics any other liability in connection with the Frostline Irrigation Sprayer. No person or entity has any authority to make any representations on behalf of H2O Mechanics or to modify the terms of this Limited Warranty in any way.