

# CECO Fybroc 5-Year Warranty Kit

700 Emlen Way, Telford, Pennsylvania 18969

January 2018

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Seller warrants products of its own manufacture against defects in workmanship and materials and that it will operate in accordance with our proposals, specifications and nameplate data under proper conditions, installation, rated load, environment and usage, as follows:

**Fybroc Pumps (Seller)** warrants products for a period of **60 months (5 Years)** from date of shipment with the purchase of a CECO Fybroc Warranty Kit at the time of original purchase. All auxiliary equipment not manufactured by Seller are warranted only to the extent warranted by the original manufacturer. To the extent that Seller is entitled to pass through a warranty of the original equipment manufacturer of the goods sold, Seller will pass through such warranties to Buyer without recourse to seller. Seller's warranty for consumables shall be pro-rated over the applicable aforementioned period.

## **AUTHORIZED START-UP REQUIRED:**

The distributor or end user performing the start-up is required to submit a start-up report to CECO Fybroc (Seller) online via the Seller's Warranty Registration link on the Seller's website ([www.cecoenviro.com](http://www.cecoenviro.com)). Start-up sheets are supplied in the IOM manuals of all Seller's products and can be electronically uploaded during warranty registration. A fee of \$100.00 will be charged for submitting a paper start-up report. Please note that start up and warranty registration is mandatory for all of Seller's 5 Year Warranty products. Please consult your local Authorized Distributor for start-up and warranty registration. Seller will send confirmation to the user's contact email address regarding the 5 Year Warranty registration.

## **GENUINE PARTS AND FLUIDS**

All CECO Fybroc pumps must be properly serviced and maintained as outlined in the IOM manual. Only genuine CECO Fybroc pump maintenance and replacement parts may be used on the pump. Extreme conditions may require more frequent service.

The customer and/or CECO Fybroc Distributor must keep copies of all maintenance records, parts, purchases and sampling reports. The following records will be required for warranty replacement and/or warranty claim consideration and should be submitted to the Seller's Customer Service Department:

- A copy of the CECO Fybroc Warranty Registration/Agreement form
- Copies of all maintenance logs for the unit
- Proof of purchase of genuine CECO Fybroc parts
- Copies of all fluid analysis reports

## **Terms**

### **I. Equipment Start-up and Operation**

Seller shall not be responsible nor liable for warranty repair or replacement with new or refurbished parts unless the following conditions are met:

1. The CECO Fybroc Warranty Kit was purchased at the same time as the original pump & the authorized startup and registration were completed online at the time of installation
2. The equipment has been installed and operated in accordance with the purpose for which it was purchased and adheres to the installation, operating, and maintenance instructions provided by Seller;

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3. No alterations or substitutions have been made to the equipment;
4. There was no deviation from operating instructions, specifications or other special terms of sales;
5. No repairs have been made by person(s) other than Seller or Seller's authorized service provider;
6. Equipment conditions were not caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of equipment, improper storage or damages resulting during shipment;

## II. Warranty Notification and Conditions

Upon discovery of defects in materials or workmanship, Seller shall either repair or replace the equipment with new or refurbished materials, on the condition the provisions set forth below are met:

1. Notice of the alleged defect must be given to Seller in writing with all identifying details including serial number, model number, type of equipment and date of purchase, within ten (10) days of the discovery of same during the warranty period.
2. Seller may require the return of the defective material to establish any claim or make repairs but in no event shall the material be returned without Seller's consent. All returned equipment or parts must be free from any hazardous materials;
3. No payment or allowances will be made for repairs or alterations in the equipment unless Seller's prior written approval has been obtained. All removal, shipping, and reinstallation costs shall be to Buyer's account; and
4. Seller shall not be required to honor any warranty obligation until such time as it shall have been paid in full by Buyer.
5. In no event shall Seller be liable for any claims, whether arising from breach of contract or warranty of claims of negligence or negligent manufacture, in excess of the purchase price.
6. Seller warrants factory repaired or replaced parts of its own manufacture against defects in material and workmanship under normal use and service for ninety (90) days or for the remainder of the warranty on the product being repaired, whichever is longer.
7. Even if Seller repairs or replaces the equipment, its original warranty term is not extended.
8. The 5 Year Warranty is non-transferable.

## **DISCLAIMER OF WARRANTIES**

Seller shall not be liable to buyer or buyer's customer for incidental, consequential or liquidated damages including, but not limited to, loss of profits or revenue, loss of use of contract goods, costs of replacement power or contract goods, additional expenses incurred in the use of contract goods or facilities, or the claims of third parties, even if seller has been advised of possibility of such damages. This disclaimer shall apply to incidental, consequential or liquidated damages based upon any cause of action whatsoever asserted against seller, including one arising out of principles of contract, any breach of warranty, expressed or implied, guarantee, equipment or other contract goods liability, negligence, tort, or any other cause pertaining to performance or non-performance to the proposal or contract by seller. Buyer shall hold seller harmless from any such claims by buyer's customer.



## **Notice!**

CECO Fybroc reserves the right to modify or withdraw this 5 Year Warranty program at any time on units not already covered by this 5 Year Warranty program.