



Hartell  
Americas  
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## HARTELL PUMPS LIMITED WARRANTY

Seller warrants to Buyer that the goods will be free from defects in material and workmanship for the period of twelve (12) months from manufacture, twelve (12) months from installation or as otherwise agreed to, in writing, by the parties in the order.

Seller's warranty does not extend to any product found to have been subjected to abnormal operating conditions, the use of unapproved parts to the extent such parts are found to be the cause of the failure, or failure to follow the installation, operation and maintenance instructions provided by Seller

Seller's liability and Buyer's remedy under this warranty are limited to the replacement or refund, of goods or parts thereof returned to Seller which are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of the defect is provided by Buyer to Seller within thirty (30) days of identification of defect and within the warranty period.

In the event Seller elects to require return of the product for credit, Seller has absolutely no further obligation to Buyer under this order except to refund such purchase price upon redelivery of product.

All returns must be pre-approved by a Seller's Representative and assigned an RGA (Return Goods Authorization) number prior to return. RGAs can also be requested from Seller directly by emailing [HartellWarranty@IRCO.com](mailto:HartellWarranty@IRCO.com). Pump labels must be included with field scrap RGA's in order to receive credit. All items being returned must be labeled with the RGA number.

Products must be returned to original place of purchase. Transportation charges for the return of defective goods to Seller and their reshipment to Buyer and the risk of loss thereof will be borne by the Seller only if returned in accordance with written shipping instructions of Seller. (Freight charges from original purchase orders will not be credited.)

**THE FOREGOING WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT, TORT OR STRICT LIABILITY AGAINST SELLER, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND (III) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY.**

