



**EFFLUENT DESIGN & FABRICATION, LLC.
STANDARD PRODUCT WARRANTY / TERMS & CONDITIONS**

PRODUCTS WARRANTED

This Warranty applies to new Trash Racks (“Trash Racks”) Orifice Plates, Gratings, and/or any other flow control or debris filtration devices (collectively “ED Product(s)”) sold by Effluent Design & Fabrication, LLC (“Effluent Design”), and delivered to the end user for use in commercial and/or industrial applications anywhere in the United States and Canada.

BASE WARRANTY

This warranty covers any failures of the ED Products, under normal use and service, which result from a defect in material or factory workmanship (“Warrantable Failure”). Coverage begins with the sale of the ED Products by Effluent Design. Coverage continues for five (5) years from the date of delivery of the ED Products to the first user, or from the date the ED Product is first leased, rented or loaned.

This warranty is made to all Owners in the chain of distribution, and coverage continues to all subsequent Owners until the end of the period of coverage.

This warranty is conditioned upon the determination of an Effluent Design authorized representative that the ED Product is defective. To obtain repair or replacement, you must ship the ED Product, transportation charges prepaid, with proof of purchase to an Effluent Design Authorized Warranty and Service Center within the warranty period. However, at Effluent Design’s sole discretion, Effluent Design may repair and/or replace the ED Product at its own shipping, delivery, transportation, repair and/or fabrication costs.

This warranty does not apply to ED Products damaged from accident, overload, abuse, misuse, negligence, faulty installation or abrasive or corrosive material, ED Products that have been altered, or ED Products repaired by anyone not authorized by Effluent Design. This warranty applies only to ED Products installed, operated and maintained in strict accordance with the written specifications and recommendations provided by Effluent Design or its authorized field personnel, distributors, and/or dealers.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, SHALL EFFLUENT DESIGN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Effluent Design’s liability for any claim for loss or damages arising out of the sale, resale or use of any ED Products shall in no event exceed the purchase price. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights. You may also have other rights that vary by jurisdiction.

Effluent Design’s Responsibilities:

During Warranty, Effluent Design will pay for all parts and labor needed to repair the damage to the ED Products resulting from a Warrantable Failure. Effluent Design will pay reasonable labor costs for ED Products removal and reinstallation when necessary to repair a Warrantable Failure.

Owner's Responsibilities:

During Warranty, Owner is responsible for the cost of all maintenance items replaced during warranty repairs unless such items are not reusable due to the Warrantable Failure. Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the operation and maintenance of the ED Products. The ED Products manufactured and/or designed by Effluent Design are designed to filter debris. Therefore, they require periodic inspection and maintenance performed by the end-user of all ED Products. Effluent Design recommends that the end user periodically maintain their ED Products per their "Recommended Periodic Maintenance Schedule & Procedures" documentation which can be found at effluentdesignfab.com. A copy of this can also be provided upon request of the end-user. It is the responsibility of the end-user to maintain ED Products especially before and after storms. Owner is also responsible for providing proof that all recommended maintenance has been performed. Before the expiration of the applicable Warranty, Owner must notify Effluent Design, an Effluent Design distributor or authorized dealer or other repair location approved by Effluent Design, of any Warrantable Failure and make the product available for analysis and repair by such entity. Owner is responsible for non-Covered Part repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations:

Effluent Design is not responsible for failures or damage resulting from what Effluent Design determines to be abuse or neglect, including, but not limited to: improper operation or installation; improper application (wrong product used for application); lack of maintenance; improper storage, and unauthorized alteration and/or modifications.

Effluent Design, at its sole discretion, may repair and/or replace the ED Product or part at its own expense.

Parts used to repair a Warrantable Failure may be new Effluent Design parts, Effluent Design-approved rebuilt parts, or repaired parts. Effluent Design is not responsible for failures resulting from the use of parts not approved by Effluent Design. A new Effluent Design or Effluent Design-approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining coverage hereunder.

EFFLUENT DESIGN DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS. THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY EFFLUENT DESIGN.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

In the event that any provision of this Warranty shall be deemed invalid or otherwise unenforceable, all of the other terms hereof shall remain in full force and effect and binding.

Effluent Design Contact Information:
Effluent Design & Fabrication, LLC
908-458-9220 fax 908-458-9930
support@effluentdesignfab.com