

Limited Warranty

Fire Research Corp. (FRC), as supplier of FoamPro, warrants to the original purchaser, each new pump, system or other product of its own manufacture, for a period of two years from the date of shipment from the factory, to be free from defects in material and workmanship under normal use and service. "Normal use and service" means not in excess of recommended maximum speeds, pressures, and temperatures, or handling fluids not compatible with components materials, as noted in applicable FoamPro product catalogs, technical literature, and instructions. This warranty shall not apply to any pump, system or other product which shall have been repaired or altered to adversely affect the performance or reliability of the pump, system or other product.

Neither this warranty nor any implied warranty apply to damage or harm caused by any or all of the following: (1) Freight damage; (2) Freezing damage; (3) Damage caused by parts and/or accessories or components not obtained from or approved by FRC; (4) ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OTHER THAN INJURY TO THE PERSON, ARISING FROM THE USE OF ANY PUMP OR OTHER PRODUCT MANUFACTURED BY FRC EXCEPT in states that do not allow the exclusion or limitation of incidental or consequential damages; (5) Damage due to misapplication and/or misuse; (6) Normal wear of moving parts or components affected by moving parts.

The liability of FRC under the foregoing warranty is limited to the repair or replacement at FRC's option without charge for labor or materials of any parts upon return of the entire pump, system or other product or of the particular part to the FRC factory within the warranty period, at the sole expense of the purchaser, which part shall upon examination appear to FRC's satisfaction to have been defective in material and workmanship. The liability of FRC under any theory of recovery (except any express warranty where the remedy is set forth in the above paragraph) for loss, harm or damage, shall be limited to the lesser of the actual loss, harm or damage or the purchase price of the involved pump, system or other product when sold by FRC to its customer.

FRC expressly warrants its pumps and other products as above stated. THERE ARE NO OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO TWO YEARS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER EXCEPT in states that do not allow time limitations on implied warranties. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WHEN THIS PRODUCT IS PUT TO RENTAL USE.

No person including any dealer or representative of FoamPro is authorized to make any representation or warranty concerning FRC's FoamPro products on behalf of FRC, or to assume for FRC the obligations contained in this warranty. FRC reserves the right to make changes in design and other changes and improvements upon its products without imposing any obligations upon itself to install the same, upon its existing products then in process or manufacture.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

IMPORTANT NOTICE

It is imperative to package all FoamPro components properly, before shipment (with Return Goods Authorization attached) back to FRC. The FoamPro contains electronic components that may receive damage from improper shipping procedures! All FoamPro components shipped back to FRC will pass through Quality Control Inspection, and will be photographed after the box is opened. Any shipping damage, such as superficial scratches, nicks, etc., to the unit makes it unusable (even after the internal warranty problem is repaired) and thus must be refinished to "like-new" condition during the warranty process. You are responsible for any physical damage occurring to FoamPro components at your facility and during shipment back to FRC.

Package the FoamPro, complete with all the recommended parts the Customer Service representative requires (i.e., Digital Display control with all premolded wire cables etc.) in its original carton with the Styrofoam and other packaging materials, as it was received at your facility. FRC appreciates your attention in this matter, as we feel it will help us to serve you in a better fashion, while keeping the cost of the FoamPro product competitive. Thank you.