



5-YEARS WARRANTY - Terms and Conditions

We are confident in the quality and performance of our pumps (Excluding Submersible pumps, please refer to 1 year warranty**) and offer a comprehensive five-year parts-only warranty. This warranty ensures customer satisfaction with the pump throughout the specified period.

1. **Coverage:** This warranty covers any defects in materials and workmanship of the pumps manufactured by us for five years from the date of invoicing.
2. **Parts Replacement:** In the event of any covered defects, we will provide free replacement parts required to rectify the issue. This includes components that fail due to manufacturing defects or normal wear and tear under standard operating conditions.
3. **Labor Exclusion:** This warranty does not cover the cost of labor required to perform repairs or replace faulty components. Labor costs are the responsibility of the purchaser.
4. **Exclusions:** This warranty does not cover defects or damages resulting from improper installation, misuse, negligence, unauthorized repairs or modifications, accidents, lack of proper maintenance, or any other factors beyond the manufacturer's control. It also does not cover damages caused by external factors such as power surges, environmental conditions, or acts of nature.
5. **Notification and Claim Process:** If you encounter any issues covered by this warranty, please notify our support team immediately. They will provide guidance on troubleshooting steps or initiate the warranty process. To ensure a smooth resolution, please provide relevant details such as the nature of the problem and the serial number of your equipment.
6. **Warranty Validation:** To validate your warranty, ensure the completed installation checklist and factory supervision startup are submitted (See Annex C for Rates, Terms, and Conditions for Field Service & Technical Support). This will be required when filing a warranty claim.
7. **Transferability:** This warranty is non-transferable and applies only to the original purchaser of the pump. It cannot be extended or transferred to subsequent owners.
8. **Limitations of Liability:** Our liability under this warranty is limited to the repair or replacement of the defective parts as described in Section 2. We are not liable for any indirect, incidental, or consequential damages arising from the use or inability to use the pump, even if we have been advised of the possibility of such damages.
9. **Governing Law:** This warranty is governed by and construed in accordance with the laws of Quebec, Canada, without regard to its conflict of laws principles.

Acceptance: By accepting our goods, you agree to all terms and conditions stated herein. Any deviations or additional terms must be explicitly agreed upon in writing by an authorized company officer.



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OUR LOCATIONS

Louisiana, US



LIMITED WARRANTY: We warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time periods when installed and maintained in accordance with our instructions. **Pumps:** Five (5) years after the date of invoicing. As used herein, "the ultimate consumer" is defined as the purchaser who first uses the product after its initial installation or, in the case of a product designed for non-permanent installation, the first owner who uses the product. It is the purchaser's or any sub-vendee's obligation to make known to the ultimate consumer the terms and conditions of this warranty. This warranty gives you specific legal rights, and there may also be other rights which vary from province/state to province/state. In the event the product is covered by the Consumer Product Warranty: (1) The duration of any implied warranty associated with the product by virtue of said law is limited to the same duration as stated herein. (2) This warranty is a LIMITED WARRANTY. (3) No claims of any nature whatsoever shall be made against us until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect and delivers the product and/or defective part(s) freight prepaid to our factory or nearest authorized service station. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPAIR OR REPLACE AT OUR ELECTION, EXW POINT OF MANUFACTURE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Unless stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by us, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing, if a conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. **Components or accessories supplied by us but manufactured by others are warranted only to the extent of and by the terms and conditions of the original manufacturer's warranty.** RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSIS AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN. This warranty shall NOT apply when damage is caused by: (A) improper installation, (B) improper voltage, (C) lightning, (D) sand or other abrasive material, (E) scale or corrosion build-up due to excessive chemical content, (F) rupture of mechanical seals, (G) premature wear.

****NO MECHANICAL SEALS ARE GUARANTEED.****

Any modification of the original equipment will also void the warranty. We will not be responsible for loss, damage, or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval. This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, OR IDLE PRODUCTION, WHICH ARE DAMAGES CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DELAYS IN SHIPMENT. THIS WARRANTY IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval. If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in such litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount of attorney's fees. YOUR ACCEPTANCE OF ANY GOODS SUPPLIED BY US, OR ON OUR BEHALF, SHALL, WITHOUT LIMITATION, CONSTITUTE ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED ABOVE. PLEASE TAKE NOTE THAT THE WARRANTY IS ANNULLED ONCE AN INVOICE FROM FLO FAB INC REMAINS UNPAID 90 DAYS AFTER THE BILLING DATE. Our acceptance of your order is expressly conditioned on the general terms and conditions and all terms stated on the face of this form. The contract shall not include any deviating or additional terms unless expressly agreed to in writing and signed by an officer of our company.



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