



## Hydroworks® Hydroguard

### One Year Limited Warranty

Hydroworks, LLC warrants, to the purchaser and subsequent owner(s) during the warranty period subject to the terms and conditions hereof, the Hydroworks Hydroguard, or parts thereof that are sold by Hydroworks, LLC, to be free from defects in material and workmanship under normal use and service, when properly installed, used, inspected and maintained in accordance with Hydroworks written instructions, for the period of the warranty. The standard warranty period is 1 year.

The warranty period begins once the separator has been manufactured and is available for delivery. Any components determined to be defective, either by failure or by inspection, in material and workmanship will be repaired, replaced or remanufactured at Hydroworks' option provided, however, that by doing so Hydroworks, LLC will not be obligated to replace an entire insert or concrete section, or the complete unit. This warranty does not cover shipping charges, damages, labor, any costs incurred to obtain access to the unit, any costs to repair/replace any surface treatment/cover after repair/replacement, or other charges that may occur due to product failure, repair or replacement.

This warranty does not apply to any material that has been disassembled or modified without prior approval of Hydroworks, LLC, that has been subjected to misuse, misapplication, neglect, alteration, accident or act of God, or that has not been installed, inspected, operated or maintained in accordance with Hydroworks, LLC instructions and is in lieu of all other warranties expressed or implied. Hydroworks, LLC does not authorize any representative or other person to expand or otherwise modify this limited warranty.

The owner shall provide Hydroworks, LLC with written notice of any alleged defect in material or workmanship including a detailed description of the alleged defect upon discovery of the defect. Hydroworks, LLC should be contacted at 50 S 21<sup>st</sup> St., Kenilworth, NJ 07033 or any other address as supplied by Hydroworks, LLC. (888-290-7900).

This limited warranty is exclusive. There are no other warranties, express or implied, or merchantability or fitness for a particular purpose and none shall be created whether under the uniform commercial code, custom or usage in the industry or the course of dealings between the parties. Hydroworks, LLC will replace any goods that are defective under this warranty as the sole and exclusive remedy for breach of this warranty.

Subject to the foregoing, all conditions, warranties, terms, undertakings or liabilities (including liability as to negligence), expressed or implied, and howsoever arising, as to the condition, suitability, fitness, safety, or title to the Hydroworks Hydroguard are hereby negated and excluded and Hydroworks, LLC gives and makes no such representation, warranty or undertaking except as expressly set forth herein. Under no circumstances shall Hydroworks, LLC be liable to the Purchaser or to any third party for product liability claims; claims arising from the design, shipment, or installation of the Hydroguard, or the cost of other goods or services related to the purchase and installation of the Hydroguard. For this Limited Warranty to apply, the Hydroguard must be installed in accordance with all site conditions required by state and local codes; all other applicable laws; and Hydroworks' written installation instructions.

Hydroworks, LLC expressly disclaims liability for special, consequential or incidental damages (even if it has been advised of the possibility of the same) or breach of expressed or implied warranty. Hydroworks, LLC shall not be liable for penalties or liquidated damages, including loss of production and profits; labor and materials; overhead costs; or other loss or expense incurred by the purchaser or any third party. Specifically excluded from limited warranty coverage are damages to the Hydroguard arising from ordinary wear and tear; alteration, accident, misuse, abuse or neglect; improper maintenance, failure of the product due to improper installation of the concrete sections or improper sizing; or any other event not caused by Hydroworks, LLC. This limited warranty represents Hydroworks' sole liability to the purchaser for claims related to the Hydroguard, whether the claim is based upon contract, tort, or other legal basis.