

# Warranty Terms & Conditions

Dual Pumps Limited as suppliers, warrants to the original purchaser, each new pump or other product supplied from its factory, for the period of 12 (twelve) months from the date of shipment from the factory, (6 months for equipment on Hire or Rental), to be free from defects in material and workmanship under normal use and service. "Normal use and Service" means not to exceed the recommendations on maximum speeds, pressures and temperatures or handling fluids not compatible with components materials, as noted in the applicable Dual Pumps product catalogue, technical literature and instructions. This warranty shall not apply to any pump or other product which has been repaired or altered to adversely affect the performance or reliability of the pump or product. High pressure washguns or hoses are also not covered by this warranty due to the adverse conditions of their use.

Neither this warranty nor any implied warranty apply to damage or harm caused by any or all of the following:

1. Freight damage; 2. Frost or freezing damage; 3. Damage caused by parts and/or accessories or components not obtained from or approved by Dual Pumps Limited; 4. Any consequential or incidental damages arising from the use of any pump or other product supplied by Dual Pumps Limited; 5. Damage due to misapplication and/or misuse. Except for any product specified for acid applications, the use of a fluid or solution with a pH less than 7 could be a misapplication; 6. Normal wear of moving parts or components affected by moving parts.

The liability of Dual Pumps Limited under the forgoing warranty is limited to the repair or replacement at Dual Pumps Limited option WITHOUT charge for labour, mileage costs or materials of any parts upon return of the entire pump or other product or of the particular part to the Dual Pumps Limited factory within the warranty period, at the sole expense of the purchaser, which part shall upon examination appear to Dual Pumps Limited satisfaction to have been defective in material or workmanship.

The liability of Dual Pumps Limited 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 or other product when sold by Dual Pumps Limited to its customer.

Dual Pumps Limited expressly warrants its pumps or other products as stated above. **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 12 months from the date of purchase by the original purchaser,

(6 months for equipment on Hire or Rental). There is no implied warranty of fitness for a particular purpose or merchantability when this product is put to a rental use.

No person including any dealer or representative of Dual Pumps Limited is authorised to make any representation or warranty concerning Dual Pumps Limited products on behalf of Dual Pumps Limited, or to assume for Dual Pumps Limited the obligations contained in this warranty. Dual Pumps Limited 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, in its existing products or products then in process or manufacture.

This warranty does not affect any statutory rights you may have.

## PROCEDURE FOR CLAIMING UNDER THIS WARRANTY

The Claimant must despatch the pump, product or part at his own expense to Dual Pumps Limited factory with a full and detailed report for inspection, upon receipt Dual Pumps Limited will inspect and decide whether the pump, product or part is infact a genuine warranty claim. Upon this decision the pump, product or part will be replaced either free of charge under this warranty or despatched and charged to the original customer together with a full report should it be found not to be covered by this warranty.

Warranty claimed items, if required urgently, will be despatched to the customer and charged for; on receipt of the claimed defective item Dual Pumps Limited will decide whether the claim is valid and if so will issue a credit for the item. Should Dual Pumps Limited find the claimed item to be out of the warranty declarations the said charge will stand and be paid by the customer as normal.

All data and measurements are without liability and indicate approximate values only.

We reserve the right to make technical modifications at any time without prior notification.

The product descriptions used in this catalogue do not represent guaranteed characteristics.

The details we provide are recommendations only, which we give to the best of our knowledge.

A copy of our full terms and conditions can be obtained upon request.