

## Limited Warranty

AK/HA Manufacturing, LLC d/b/a **Hydro-Action Industries** (“**Hydro-Action Industries**”) warrants each **Hydro-Action Industries** aerobic wastewater treatment plant (“plant”) to be free from defects in materials and workmanship for a limited, prorated five (5) year period from the date of installation by an authorized **Hydro-Action Industries** dealer for the end user when properly registered with **Hydro-Action Industries** by the submission of the warranty sheet found in this manual.

The first two (2) years LIMITED WARRANTY is 100% on all components. Then followed by an additional three (3) year Limited Warranty, the Third (3<sup>rd</sup>) year at 75%, the Fourth (4<sup>th</sup>) year at 50% and the Fifth (5<sup>th</sup>) year at 25%. The Third, Fourth and Fifth years limited, prorated warranty apply only if the plant is maintained by an authorized distributor through a continuous maintenance program and proof is provide with the return. All components manufactured by AK Industries, Inc are warranted for Five (5) years.

The sole remedy under the LIMITED WARRANTY is as follows: **Hydro-Action Industries** may, at its sole option, replace or exchange any component part, F.O.B. factory, that in **Hydro-Action Industries** reasonable judgment shows evidence of defects in material and/or workmanship, provided said component part has been paid for and returned through an authorized **Hydro-Action Industries** dealer, transportation prepaid, to **Hydro-Action Industries** at 2055 Pidco Drive, Plymouth, IN, 46563. The end user must at the time also specify the nature of the defect, in writing, to **Hydro-Action Industries** at the same address. No claim may be made unless the end user specifies the nature of the defect. This LIMITED WARRANTY applies to parts only. Any and all labor charges shall be the responsibility of the user. The LIMITED WARRANTY does not apply to consumables, such as but not limited to stones, filters, etc.

The LIMITED WARRANTY does not cover **Hydro-Action Industries** aerobic wastewater treatment plants and related components that have been flooded, by external means, or that have been disassembled by unauthorized persons, improperly installed, subject to external damage or damage due to altered of improper wiring or overload protection.

No warranty is made as to the field performance of any systems. The LIMITED WARRANTY applies only to the parts manufactured by **Hydro-Action Industries** and does not include any portion of the plumbing, drainage, house wiring or installation of the plants. In no event shall **Hydro-Action Industries** be responsible for delays or damages of any kind or character resulting from, or caused directly or indirectly by, defective components or materials manufactured by others.

The LIMITED WARRANTY extends solely to the end user of this product. The end user is defined as the purchaser who first has the plant installed, or in the case of a plant designed for non-permanent installation, the purchaser who first uses the plant. It is the end users obligation to make known to any other customer the terms and conditions of this LIMITED WARRANTY.

**Hydro-Action Industries** reserves the right to revise, change, or modify the construction and design of the **Hydro-Action Industries** aerobic wastewater treatment plant, or any component part or parts thereof, without incurring any obligations to make such changes or modifications in previously sold equipment. **Hydro-Action Industries** also reserves the right, in making replacement of component parts under this LIMITED WARRANTY, to furnish a component part, which, in its judgment, is equivalent to the part replaced.

Effective 7/1/09