

# **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 material and workmanship for a period of two (2) years from the date of installation by an authorized **Hydro-Action® Industries** dealer for the end user when properly registered with **Hydro-Action® Industries**. 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 is returned through an authorized **Hydro-Action Industries®** dealer, transportation prepaid, to **Hydro-Action® Industries** at 8645 Broussard Road, Beaumont, Texas, 77713. The end user must at that time also specify the nature of the defect, in writing, to **Hydro-Action® Industries** at the same address. The LIMITED WARRANTY does not make any provision for an informal dispute settlement arrangement.

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 person, improperly installed, subjected to external damage or damage due to altered or improper wiring or overload protection.

Recommendations for special applications will be based on the best available expertise of **Hydro-Action® Industries** and published industry information. Such recommendations do not constitute a warranty of satisfactory performance under the end user’s specific conditions.

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. Accessories supplied by **Hydro-Action® Industries**, but manufactured by others, are warranted only to the extent of and by the terms and conditions of the original manufacturer’s warranty. In no event shall **Hydro-Action® Industries** be responsible for delay 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 user’s obligation to make known to any other consumer 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 replacements of component parts under this LIMITED WARRANTY, to furnish a component part, which, in its judgment, is equivalent to the part replaced.

This warranty is a LIMITED WARRANTY. No claim of any nature shall be made against **Hydro-Action® Industries** unless and until the end user, or their legal representative, notifies **Hydro-Action® Industries**, in writing, of the defect complained of and delivers the product and/or defective part(s), freight prepaid, to **Hydro-Action® Industries** at 8645 Broussard Road, Beaumont, Texas, 77713.

This LIMITED WARRANTY does not become effective until the installing authorized **Hydro-Action® Industries** dealer completes and submits the warranty sheet found in the manual, with the term of the LIMITED WARRANTY then deemed to have begun immediately upon installation of the plant by the installing dealer.