



Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions

Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Start-up or service by anyone other than a Rain Bird authorized representative, when required, will void these terms and conditions.

Provided that all installation, start-up, operation responsibilities, and recommended maintenance procedures have been properly executed and performed by authorized Rain Bird representatives, when required, Rain Bird will replace or repair, at Rain Bird's option, any Rain Bird part found to be defective under normal recommended use during the effective period of this Policy, such evaluation to be solely determined by Rain Bird. Rain Bird's only obligation and customer's exclusive remedy under this Policy is limited to repair or replacement, at Rain Bird's option, of the parts or the products the defects of which are reported to Rain Bird within the applicable Policy period, which prove to be defective and such evaluation will be solely determined by Rain Bird.

In no case will Rain Bird cover labor costs associated with repair or replacement of parts beyond one year from date of start-up. Repairs performed and parts used at Rain Bird's expense must be authorized by Rain Bird, in writing, prior to repairs being performed. Product repairs or replacement under this Policy will not extend this Policy. Coverage for repaired or replaced product shall end when this Policy terminates. Rain Bird's sole obligation and customer's exclusive remedy under this Policy shall be limited to such repair or replacement.

Upon request, Rain Bird may provide advice on trouble-shooting a defect during the effective period of this Customer Satisfaction Policy. Repair service must be performed by a Rain Bird authorized representative regardless of whether the labor is covered by Rain Bird or is at the owner's expense during the effective period of this Policy. However, no service, replacement or repair under this Customer Satisfaction Policy will be rendered while the customer is in default of any payments due to Rain Bird

Rain Bird will not accept responsibility for costs associated with the removal, replacement or repair of equipment in difficult-to-access locations and such evaluation will be solely determined by Rain Bird. Difficult-to-access locations include (but are not limited to) locations where any of the following are required:

- 1) Cranes larger than 15 tons
- 2) Divers
- 3) Barges
- 4) Helicopters
- 5) Dredging
- 6) Roof removal or other such construction/reconstruction requirements
- 7) Any other unusual means or requirements

Such extraordinary cost associated with difficult-to-access locations shall be the sole responsibility of the customer, regardless of the reason requiring removal, repair or replacement of the equipment.

The terms and conditions of this Customer Satisfaction Policy do not cover damage, loss or injury caused by or resulting from the following:

- 1) Misapplication, abuse, or failure to conduct routine maintenance (to include winterization / winter lay-up procedures).
- 2) Pumping of liquids other than fresh water as defined by the U.S. Environmental Protection Agency, unless the pump station quoted by Rain Bird specifically lists these other liquids and their concentrations.

- 3) Use of pesticides (to include insecticides, fungicides and herbicides), free chlorine or other strong biocides.
- 4) Exposure to electrolysis, erosion or abrasion.
- 5) Use or presence of destructive gases or chemicals unless these materials and their concentrations are specified in the Rain Bird quotation.
- 6) Electrical supply voltages above or below those specified for correct pump station operation.
- 7) Electrical phase loss or reversal.
- 8) Use of a power source other than that specified in the original quotation.
- 9) Non-WYE configured power supplies such as open delta, phase converters or other forms of unbalanced three phase power supplies
- 10) Improper electrical grounding or exposure to incoming power lacking circuit breaker or fused protection.
- 11) Using the control panel as a service disconnect.
- 12) Lightning, earthquake, flood, windstorm or other Acts of Nature.
- 13) Failure of pump packing seal (unless the failure occurs on initial start-up).
- 14) Any damage or loss to plants, equipment or groundwater or injury to people caused by the failure of or improper use of an injection system or improper concentration of chemicals or plant nutrients introduced into the pump station by an injection system.
- 15) Any failure of nutrient or chemical storage or spill containment equipment or facilities associated with the pump station location.

THE FOREGOING TERMS AND CONDITIONS CONSTITUTE RAIN BIRD'S ENTIRE PUMP STATION CUSTOMER SATISFACTION POLICY. THIS POLICY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE ALL HEREBY EXPRESSLY DISCLAIMED. THE SOLE REMEDY UNDER THIS POLICY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PUMP STATION OR ITS COMPONENTS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE CASE OF ANY COMPONENTS OR INJECTION SYSTEMS MANUFACTURED BY OTHERS (AS NOTED ON THE PUMP STATION QUOTATION), THERE IS NO WARRANTY PROVIDED BY RAIN BIRD AND THESE ITEMS ARE COVERED SOLELY BY AND TO THE EXTENT OF THE WARRANTY IF ANY, OFFERED BY THOSE OTHER MANUFACTURERS.

RAIN BIRD SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LIABILITY, LOSS, DELAY OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY USE, DEFECT, FAILURE OR MALFUNCTION OF THE PUMP STATION OR BY ANY INJECTION SYSTEM WHETHER A CLAIM FOR SUCH LIABILITY, LOSS, DELAY OR DAMAGES IS BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE. RAIN BIRD SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, COLLATERAL OR INDIRECT DAMAGES OR DELAY OR LOSS OF PROFIT OR LOSS OF USE OR ANY DAMAGES RELATED TO THE CUSTOMER'S BUSINESS OPERATIONS, NOR FOR THOSE CAUSED BY ACTS OF NATURE. IN NO CASE AND UNDER NO CIRCUMSTANCES SHALL RAIN BIRD'S LIABILITY EXCEED THE RAIN BIRD CORPORATION'S NET SALE PRICE OF THE PUMP STATION.

Laws concerning customer warranties and disclaimers vary from state to state, jurisdiction to jurisdiction, province to province or country to country and therefore some of the foregoing limitations may not apply to you. The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part or term of this Policy is held to be illegal, unenforceable or in conflict with applicable law by a court of competent jurisdiction, the validity of the remaining portions of this Policy shall not be affected, and all rights and obligations shall be construed and enforced as if this Policy did not contain the particular part or term held to be invalid.