

Stormwater Equipment Limited Product Warranty

Hydro International's equipment including the DOWNSTREAM DEFENDER®. FIRST DEFENSE®. UP-FLO® FILTER, REG-U-FLO® Vortex Valve is backed by the following warranty:

Hydro International warrants all of its products to be free from defects in materials and workmanship; and will replace, repair, or reimburse at its discretion any part or parts which, after Hydro's examination, Hydro shall have determined to have failed under normal use and service by the original user within two years following initial installation. Such repair or replacement shall be free of charge for all items except for (i) those items that are consumable and normally replaced during maintenance, (ii) labor costs incurred by Hydro to obtain access to the part or unit for repair or replacement, (iii) any costs to repair or replace any surface treatment / cover after repair or replacement or (iv) other charges that Hydro may incur incident to such repair or replacement. Repair or replacement of such consumable items shall be subject to assessment of a pro-rated charge based upon Hydro International's estimate of the percentage of normal service life realized by the item. Hydro International's obligation under this Warranty is conditioned upon (a) its receiving prompt notice of claimed defects which shall in no event be later than thirty (30) days following expiration of the above warranty period and (b) owner of the product properly operating, inspecting, maintaining and caring for the product and is limited to repair or replacement as aforesaid. Purchaser agrees that the foregoing warranty is Purchaser's sole remedy under any legal theory whether pleaded in contract, tort, or otherwise.

THIS WARRANTY IS EXPRESSLY MADE BY HYDRO INTERNATIONAL AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HYDRO INTERNATIONAL NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT INCLUDING NEGLIGENCE IN DESIGN OR MANUFACTURE AND PURCHASER AGREES THAT THIS WARRANTY AND THE OBLIGATIONS OF HYDRO INTERNATIONAL SET FORTH HEREIN ARE THE SOLE REMEDIES AVAILABLE TO PURCHASER FOR THE FAILURE OF ANY PRODUCT TO PERFORM AS WARRANTED. HYDRO INTERNATIONAL SHALL NEITHER BE LIABLE FOR NORMAL WEAR AND TEAR NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO USE OR INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This Warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of an authorized Hydro International facility or fabricator, or damaged by improper handling, installation, or application, or subject to misuse, abuse, neglect, accident or improper or inadequate maintenance. The Contractor shall inspect and provide signed acceptance of equipment prior to unloading, or notify Hydro International of any damage to equipment to effect proper remedial action.

Failure to notify Hydro International of damage to equipment prior to unloading will void all warranties pertaining to subject equipment.