

Basepump Five Year Limited Warranty

Base Products Corporation (the "Company") warrants the Basepump (the "Product") against defects in material and workmanship for a period of Five Years from the date of the shipment. In the event of any defect within the warranty period, the Company will, at its option, replace or recondition the Product without charge providing the Product is returned, prepaid to our offices in Buffalo, New York. The replacement or reconditioning of the Product shall constitute the exclusive remedy for any alleged defect.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR, OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN ONE YEAR. THE LIABILITY OF THE COMPANY SHALL NOT IN ANY CASE EXCEED THE COST OF REPLACEMENT OF THE PRODUCT, AND IN NO CASE, SHALL THE COMPANY OR ANY OF ITS DISTRIBUTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONTINGENT OR CONSEQUENTIAL LOSS OR DAMAGES SUCH AS PROPERTY DAMAGE OR EXPENSES RESULTING FROM THE FAILURE OF THE PRODUCT, DELAYS, LOSS OF USE, NEGLIGENCE, DAMAGE FROM PECULIAR WATER CONDITIONS, CHEMICALS OR FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE COMPANY'S NEGLIGENCE OR FAULT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. THIS WARRANTY BECOMES VOID BY ANY MISAPPLICATION, MISUSE, ABUSE, OR IMPROPER INSTALLATION OF THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. WARRANTY IS APPLICABLE IN THE USA AND CANADA, ONLY.

This warranty does not cover defects in the Product resulting from: (a) abuse or mishandling of the Product; (b) modification, alteration, repair or service of the Product by anyone other than Base Products Corporation; (c) improper or neglect in maintenance. This warranty does not cover any water damages caused by defects in the Product as such defect should have been identified during periodical testing. The owner's use of these Products confirms the understanding that these Products **do not constitute an insurance policy** and they are only loss mitigation products used to reduce the risk of water damage, however not eliminating such risk.

The above warranty may not be altered except in writing signed by both parties hereto.