

TERMS OF WARRANTY

1) GENERAL LIABILITY

In lieu of any warranty, condition or liability implied by law, the liability of Davis & Shirliff (hereafter called the Company) in respect of any defect or failure of equipment supplied or for any loss, injury or damage attributable thereto **is limited to making good by replacement or repair** (at the Company's discretion) defects which under proper use appear therein and arise solely from faulty design, materials or workmanship within a specified period. This period commences after the equipment has been dispatched or, if applicable, installed by the Company and at its termination all liability ceases.

This warranty applies solely to equipment supplied or work carried out by the Company and **no claim for consequential damages**, however arising, will be entertained. Also the warranty specifically excludes defects caused by fair wear and tear, the effects of careless handling, lack of maintenance, faulty installation, incompetence on the part of the equipment user, Acts of God or any other cause beyond the Company's reasonable control. Also, any repair or attempt at repair carried out by any other party **invalidates all warranties**.

2) NEW EQUIPMENT

2.1 General Terms

Standard warranty period for Grundfos, Davey, Flygt, Pedrollo, KSB Ajax, Lister, Koshin, So~Safe, Shell, Sunda and Dayliff Products (hereafter called the named products) except fitted electric motors (see Clause 2.2) is **twelve calendar months** from date of dispatch ex-warehouse unless other specific periods apply. Standard warranty for all petrol and diesel powered equipment is **six calendar months** from date of **dispatch**.

The warranty on equipment installed by others is conditional upon the defective unit being promptly returned free to our workshop and collected thereafter when repaired. No element of site repair is included in the warranty and any site attendance costs will be payable in full at standard chargeout rates.

Standard warranty period on all items other than the nominated products supplied by the Company is **three months**.

2.2 Electric Motors

Standard warranty on new electric motors is **six months**, whether being part of a named product or not, though due to the fact that motors can fail due to many factors beyond the Company's control, any warranty is conditional upon the following:-

- ⇒ The motor is provided with an approved control panel, including an appropriate electro-magnetic starter with correctly rated overload, for all three phase installations and high current cut-out for single phase installations. In addition, for all three phase submersible borehole installations, a high and low voltage plus phase control relay must be provided.
- ⇒ The pump and control panel is permanently installed with fixed electrical connections. Any installations involving temporary connections will not be covered by the warranty.
- ⇒ No claim will be entertained when there is evidence that a motor has operated with electricity supply beyond the manufacturers specified limits and tolerances for frequency, voltage and phase symmetry, nor when there is evidence of incorrect connection to the power supply.

2.3 Water Pumps

Most pumps supplied are designed specifically for applications involving clean, cold (up to 30^oC) water. **No warranty** will be provided against wear and subsequent damage if the pumped water **does not conform to this condition** unless the pump has been specified by the Company or the manufacturer for a particular application.

As all pumps are water lubricated **serious damage** can occur if they are run without water. For this reason the Company specifically excludes itself from any warranty claims where there is evidence that damage to the pump has been caused by running dry or other damage resulting from installation conditions not approved by the manufacturer.

3) EQUIPMENT REPAIRS

Standard warranty period for all repaired equipment is **three months** from date of collection or installation by the Company provided the warranty claim is attributable to a defect in any spare part fitted during repair. Failures caused by defects in components not repaired are specifically excluded. Also, due to the fact that failure can be caused by many factors beyond the Company's control, the warranty period on re-wound motors is limited to **one month** when equipment re-installation is carried out by the Company and **no warranty** will be given on re-wound motors when re-installed by others.

4) NEW INSTALLATIONS

Standard warranty period for all new installations is **six months** from date of commissioning excluding the named products (if applicable) to which their standard warranty (see Clause 2) is applicable. During the warranty period defects caused by faulty design, materials or workmanship will be rectified at no charge, though if the Company is called to site to rectify a defect which on investigation is caused by faulty operation, lack of maintenance or general carelessness, all charges for labour, transport and materials used will be payable in full at the Company's standard rates.

5) PROOF OF PURCHASE

Proof of purchase in the form of the original invoice is required to be shown before Warranty repairs are approved.