



## PRODUCT WARRANTY

### A. Limited Warranty

The Company hereby warrants that the Series GX15, 1250, 1500, 6212, 5400 & 8400 Pneumatic Pumps manufactured, supplied or repaired by the Company shall be free from defects in materials and workmanship for a period of 40 consecutive months after the date of shipment. CheckPoint Series SLA, ATP, S, HDA, FXA, E, F, MD, and MDZ Electric Pumps and Series FXS Solar Pumps shall be free from defects in materials and workmanship for a period of 12 consecutive months after the date of shipment. All seals and packing shall be free from material defects for a period of 90 consecutive days after the date of shipment, providing operational chemical compatibility is within specifications defined on the CheckPoint Sales Order.

### B. Limitation of Remedies

The Company and Customer acknowledge and agree that the Customer's sole remedy under this Limited Warranty shall be the repair or replacement of the Products or any components thereof which are determined by the Company to be defective in material or workmanship or, at the sole option of the Company. The Company shall not be liable for damages beyond the specific warranted product.

### C. Disclaimers from Warranty

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY AS TO THE FITNESS OF THE PRODUCTS HEREUNDER FOR ANY PARTICULAR PURPOSE. THE COMPANY HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, THAT THE PRODUCTS HEREUNDER ARE MERCHANTABLE.

### D. Products Covered by This Warranty

This Limited Warranty shall extend to the Products and components thereof manufactured, supplied or repaired by the Company, but shall not extend to products, parts or equipment supplied by other manufacturers and used by the Company to manufacture, supply or repair the Products, which shall be warranted only for the period, purposes and conditions extended by such manufacturers to the Company.

### E. Automatic Termination of Warranty Obligations

Any obligation of the Company under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by the Company, and the Company shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- . (i) accident, misuse, abuse or negligent use of the Products or any component thereof;
- . (ii) any repair or alteration of the Products or any component thereof made outside the Company's facility, except by an employee of the Company authorized to do so;
- . (iii) improper installation or operation (including both mechanical and electrical) of the Products or any component thereof;
- . (iv) failure to provide normal maintenance for the Products or any component thereof.

### F. Limitation on Damages (Consequential Damages Excluded)

The Company shall not be responsible for, nor does this Limited Warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which the Company may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the Products, lost goodwill, lost resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Customer, its agents, sub-customers, customers or any other party.

### G. No Other Warranties, Statements or Opinions

This Limited Warranty is in lieu of all other express or implied warranties of the Company and the Company does not assume, nor does it authorize any person to assume on its behalf, any other obligation or liability, either verbally or in writing. The Company and Customer agree that any statements and representations made by the Company outside of this Limited Warranty are only the Company's opinion, are not a part of the basis of the bargain and are not warranted to be accurate. The Company and Customer further agree that if any statement by the Company in this Limited Warranty or in any agreement or correspondence, whether oral or written, between the Company and Customer is construed as an affirmation or promise, it shall nevertheless not constitute a warranty that the Products or any component thereof will conform to such affirmation or promise.

### H. Enforcement of Limited Warranty

Customer will immediately notify the Company in writing of any Product or component thereof to be repaired or replaced pursuant to Paragraph A hereof. Customer's written notice shall specify the Product or component thereof as well as list the facts or reasons supporting or underlying Customer's claim for relief under this Limited Warranty. Allegedly defective Products or components thereof shall be returned to the Company's facility at the sole cost of Customer. In the event that the Company elects to repair or replace the allegedly defective Product or component thereof, the Company shall ship, at the Company's expense, said replacement or repaired Product or component to Customer via the lowest priced transportation available to the Company.

### I. Strict Construction Rule Waived

Customer hereby waives the benefit of any rule that disclaimers of warranty shall be construed against the Company and agrees that the disclaimers in this Limited Warranty and in the Agreement shall be construed liberally in favor of the Company.

### J. Other Rights

This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights, which may vary from state/province/country to state/province/country.

## Chemical Pump Serial Number and Critical Parts Certification

### Serial Number

- Please refer to the above serial number when making any inquiries about your CheckPoint pump. This serial number can also be found on the serial number plate located on the top cover of your pump.
- CheckPoint hereby confirms all parts and components of this pump have been inspected and meet all relevant standards for quality and performance.
- CheckPoint retains all material certifications for the critical components of your pump and will gladly furnish this information for a fee. Please refer to the above serial number when requesting such information.



<http://cppumps.com/technical-information>

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Operating Manuals [www.cppumps.com](http://www.cppumps.com)**

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