

Selwood Pump Sales & Manufacturing **WARRANTY STATEMENT** (Revised January 2023)

Selwood Pump Sales & Manufacturing (hereinafter referred to as "Seller") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty shall expire at the happening of the applicable below-stated number of months or hours of operation (whichever comes first) as indicated in more detail in the chart below. Should any failure to conform to this warranty be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found upon inspection by SELLER during the applicable warranty period to be in breach of this warranty. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced during normal working hours at SELLER's place of business, or a SELLER distributor authorised by SELLER to sell the type of equipment involved or other establishments authorised by SELLER. At its sole discretion SELLER may elect to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty.

The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorised in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void.

The warranty covers the above-described portable pumping equipment when used for pumping noncorrosive liquids containing limited quantities of abrasive particles in compliance with technical manuals and Company representations. This warranty shall extend only to the original owner.

In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorised distributor of such Product; SELLER and/or the authorised distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorised distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, re- installation, and transportation of the Product to and from SELLER or its authorised distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorised distributor's personnel, will be borne by the Product purchaser.

Additionally, this Warranty shall not apply to the extent Product defect has been caused by any of the following: (i) Product operator negligence or intentional misconduct (other than by Selwood), (ii) casualty or accident to the Products; (iii) use and operation of the Products not in conformance with Selwood's training and/or operation manuals, or operation exceeding Selwood ratings for the Products, including misuse and abuse; (iv) operation, maintenance and/or service of the Products not in conformance with Selwood's recommended operation, maintenance and/or service schedules; (v) improper installation (other than by Selwood) not in material conformance with Selwood specifications; (vi) unauthorised modification of or alternations to the Products; (vii) improper load sizing (other than by Selwood); (viii) transportation damage; or (ix) Product exposure to the elements or other circumstances beyond one's control.

Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser. No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate.

Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30-day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service.

Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

If the SELLER Representative determines that there is no warrantable condition under this Warranty, you will be responsible for the cost of the diagnosis, labour and parts in accordance with the SELLER Representative's normal rates, costs of shipping/transporting (regardless of your distance to an SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

For information about how to make a warranty claim and how to make arrangements for authorised warranty repair, please contact your local dealer from whom your machine was initially purchased as a new machine. You may also contact Selwood Pump Sales and Manufacturing Limited via telephone at +44 (0)2380 250137 or via email to PumpSalesOffice@selwood.co.uk.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

PRODUCT	WARRANTY PERIOD
Pumps Diesel Driven	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the engine, see Footnote 1 below.
Pumps Electrical Driven	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the motor, see Footnote 1 below.
Pumps Diesel Driven Open Units	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the engine, see Footnote 1 below.
Pumps Electrical Driven Open Units	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the motor, see Footnote 1 below.
Pump Ends	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first.
Submersible Pumps	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first.
Hydraulic Power Packs Diesel Driven	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the engine, see Footnote 1 below.
Hydraulic Power Packs Electrical Driven	18 months from date of shipment from the factory, or 12 months from date of initial start-up, or after 2000 hours of use whichever comes first. For the motor, see Footnote 1 below.
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tyres, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.	

Spare parts and accessories Spare parts (must be SELLER-approved and then installed by SELLER or an authorised distributor)	6 months from date of installation.
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Note: Electrical components, consumables, and wear items are specifically not considered spare parts.	
DC (direct current) electrical components	3 months from date of shipment from the factory or 30 days from date of initial start-up, whichever comes first.
AC (alternating current) electrical components	No warranty.

Workshop Repair Warranty

Repair (other than warranty work) (The repair must be by SELLER workshop only.)	Genuine Selwood Parts replaced on the work order will be covered as described above under the Spare parts and accessories heading. Non genuine spare parts (if used) and labour are warranted for 30 days after repair by SELLER
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Refurbishment

Refurbished SELLER-approved components (must be SELLER-approved and refurbished by SELLER or authorised distributor and then installed by SELLER or authorised distributor)	12 months from date of shipment from the refurbishing centre or 6 months from initial use, whichever comes first.
Refurbished SELLER-approved machines (must be SELLER-approved and refurbished by SELLER or authorised distributor and then installed by SELLER or authorised distributor)	12 months from date of shipment from the refurbishing centre, or 6 months from initial use, or 1000 hours, whichever comes first.

Consumables/wear items

Consumables/wear items (for example: wear plates, impellers, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, batteries, tyres, other parts that require replacement due to normal wear)	No warranty
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Extended Warranty

An extended warranty may be offered for certain Products, at SELLER's choice.	An extended warranty will only be in force if agreed upon in an applicable warranty document between SELLER and the purchaser.
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Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up to date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's applicable warranty. (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at PumpSalesOffice@selwood.co.uk. Engine manufacturers require that the engine must be registered with the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

Footnote 1: For the pumps engine/motor (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including but not limited to the following manufacturers:

Honda Petrol engine: Honda Petrol engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 5000 running hours.

Yanmar Diesel engine: Yanmar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 5000 running hours.

Perkins Diesel engine: Perkins Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 3000 running hours.

Isuzu Diesel engine: Isuzu Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 2000 running hours.

Hatz Diesel engine: Hatz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 2000 running hours.

Engine Plus Diesel engine: Engine Plus Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twenty-four (24) months from the date of initial start-up without limitation in running hours.

Caterpillar Diesel engine: Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial start-up without limitation in running hours or for the period of twenty-four (24) months from the date of initial start-up prior to the accumulation of 3000 running hours.

Deutz Diesel engine: Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial start-up, without limitation in running hours or for the period of twenty-four (24) months from the date of initial start-up, prior to the accumulation of 2000 running hours.

Perkins Diesel Engine: Perkins engines has up to 24 months or 3,000 hour warranty – and even longer in countries with stricter emissions standards. The warranties are fully comprehensive and cover parts, labour and other related items. There is also an option to buy a Perkins Platinum Protection policy to cover you beyond the standard warranty period.

WEG Electric Motor: The standard warranty for WEG products shall be 18 months from the invoice date. For General Purpose TEFC and ODP Premium Efficiency motors the warranty shall be 36 months from the invoice date. For IEEE 841 motors the warranty shall be 60 months from the invoice date. Custom motors shall be warranted 24 months from the date code.

Footnote 2: For the pumps accessories (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including but not limited to the following manufacturers:

Towmate Trailers: Towmate Trailer Steel Chassis 12 months from date of purchase.

Indespension Trailers: Indespension Trailer Steel Chassis 12 months from date of purchase.

Meredith and Eyre Trailers: Meredith and Eyre Trailer Steel Chassis 12 months from date of purchase.

Hydrostal Pumps: Hydrostal Pumps warrants to the Buyer that the Goods are free from defects of workmanship and materials. The Company undertakes, at its option, to repair or replace Goods (other than consumable items) which are found to be defective as a result of faulty materials or workmanship within twelve months from the date of despatch of the Goods to the Buyer.

Extended Warranty

The warranties contained in this Addendum are in addition to those contained in the Selwood Pump Sales & Manufacturing Warranty Statement (the "Warranty Statement"). All capitalised terms used herein shall, except as modified herein, have the meaning subscribed to them in the Warranty Statement. Except as set forth in this Addendum, the Warranty Statement is unaffected and shall continue in full force and effect in accordance with its terms.

PRODUCTS	EXTENDED WARRANTY PERIOD
3 Year and 5 Year After Sales Protection Plans * Packages available for Pumps and Remanufactured Equipment	Commences on the date of end of initial standard warranty term, 24 or 48 months respectively, depending on the package purchased. Provides up to a 1000h extension per year, up to an additional total warranty of 4000h. For the engine or motor, see Footnote 1 above.
Stand alone EXTENDED WARRANTY ** Available on a case-by-case basis	Commences after the standard warranty term. Provides 1000h extension per year, For the engine or motor, see Footnote 1 above.
* Requirements for After Sale Protection; <ul style="list-style-type: none"> - Enrol into Selwood parts plan program including kits and lubricants up to 1000h / year - Agree to get parts delivered when service is due or during unit equipment purchase - Unit must be available for onsite inspection by a representative of Selwood Ltd if required - Oil sample (engine or pump) to be taken at any time of failure when a warranty claim is being submitted - Unit must be available for transport to a Selwood service centre location if required - Failed components must be retained and available for return and inspection if required 	
** Requirements for Extended Warranty; <ul style="list-style-type: none"> - Service maintenance must be completed according to published intervals while utilising genuine Selwood parts and lubricants. Record of such maintenance must be entered onto PumpSalesOffice@selwood.co.uk for the specific serial number, in designated section, and include all required information including date service performed, type of service interval, and confirm the usage of genuine spare parts and lubricants - Oil sample (engine or pump) to be taken at any time of failure when a warranty claim is being submitted - Unit must be available for onsite inspection by a representative of Selwood if required - Unit must be available for transport to a Selwood service centre location if required - Failed components must be retained and available for return and inspection if required 	
Component exclusions: Electrical components (i.e. Batteries, Sensors, Switches, Wiring), Perishable items (i.e. Rubber, plastics), Consumables/wear items (for example: wear plates, impellers, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, bearings, hoses, fittings, tyres, other parts that require replacement due to normal wear)	
Note: End users are authorised to complete the required preventative maintenance utilising genuine parts and lubricants purchased from an authorised Selwood dealer. Service maintenance recorded into PumpSalesOffice@selwood.co.uk are to be completed by the authorised dealer where products purchased or another authorised dealer after providing proof of purchase for genuine parts and fluids utilised.	
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.	