



## ZILMET USA ("ZILMET") LIMITED PRODUCT WARRANTY

**Products Covered: All Products Manufactured And Identified As Manufactured By Zilmet.**

*This warranty cannot be transferred – it is extended only to the original purchaser or first user of the product. By accepting and keeping this product you agree to all of the warranty terms and limitations of liability described below. The warranty is not valid if the purchaser does not follow the terms of payment agreed to with ZILMET.*

**IMPORTANT WARNING - READ CAREFULLY THE INSTALLATION, OPERATING AND MAINTENANCE INSTRUCTIONS MANUAL ("MANUAL") to avoid serious personal injury and/or property damage and to ensure the safe use and proper care of this product.**

**Who Receives Zilmet's Product Warranty:** all purchasers or first user of the new product; the warranty is non-transferable.

**What Is Covered By This Warranty:** ZILMET warrants to the purchaser or first user of the new product that, at the time of manufacture, the product is free from defects in material and workmanship. **Any warranty claim must be made within five (5) years, unless another time period is agreed between ZILMET and the purchaser, measured from the time the product was manufactured.**

**What Zilmet Will Do If You Have A Covered Warranty Claim:** in the event of a breach of the foregoing warranty, ZILMET will, at its option, **either** make repairs to correct any defect in material or workmanship or supply and ship either new or used replacement parts or products. ZILMET will not accept any claims for labor, **property damage** or other costs.

**What This Warranty Does Not Cover - Exclusions And Limitations:** this warranty does not cover any claim unless it was caused by a defect in material or workmanship during the **warranty period**. In addition, this warranty shall not apply:

- if the product is not correctly installed, operated and maintained as described in the manual provided with this warranty;
- to any failure or malfunction resulting from abuse (including freezing); improper or negligent: handling, shipping (by anyone other than ZILMET), storage, use, operation, accident; or alteration, lightning, flood or any other environmental condition;
- to any failure or problem resulting from the use of the product for any purpose other than those specified in the accompanying manual or alteration of any part of the product;
- this warranty does not cover labor costs, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred in removing or reinstalling the product;
- this warranty does not cover any claims submitted to ZILMET or a ZILMET-authorized distributor or retailer more than 15 days after expiration of the applicable warranty time period described in this warranty ;
- this warranty does not cover repair or replacement costs not authorized in advance by ZILMET;
- this warranty also does not cover corrosion on mild steel flanges (stainless steel flanges must be used).

**THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. NO ZILMET REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS WARRANTY AGREEMENT.**

**Additional Warranty Limitations: ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.**

**Limitations Of Remedies: THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S / FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL ZILMET BE LIABLE FOR MORE THAN, AND PURCHASER / FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL ZILMET BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM ZILMET'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the products or any associated equipment, facilities, buildings or services, downtime, and the claims of third parties including customers. **Some states do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.****

**What To Do If You Have A Problem Covered By This Warranty:** any covered warranty service must be authorized by ZILMET. Contact the person from whom you purchased the product, who must receive a written authorization from a ZILMET distributor or from ZILMET. The following documentation must be supplied in order to receive authorization:

- The "Schedule of returns" sheet duly filled by the purchaser / first user;
- Reports, photos etc. describing the problem. If you do not receive a prompt response, call ZILMET directly at **401-884-4943**. Notice of a warranty claim should be submitted by the authorized distributor to ZILMET at the following address:

### ZILMET USA

400 Frenchtown Road  
East Greenwich, Rhode Island 02818  
phone 401-884-4943  
info@zilmetusa.com

Before ZILMET decides to provide any replacement part or product, it may, as a pre-condition to making such a determination, require that the warranty claimant ship the product, postage prepaid, to an authorized ZILMET distributor, or to ZILMET, and provide proof of purchase evidenced by the original sales receipt.

**Replacement Product Warranty:** in case of replacement of a product or any component part, ZILMET reserves the right to make changes in the design, construction, or material of the substitute components or products, which shall be subject to all of the terms and limitation of this warranty, except that the applicable warranty periods shall be reduced by the amount of time the warranty claimant owned the product prior to submitting notification of the warranty claim.