

Orenco® Wastewater Systems

Limited Warranty for General Onsite Wastewater Products

L I M I T E D W A R R A N T Y

Commitment to Quality

Since 1981, Orenco Systems®, Incorporated ("Orenco"), has been a company that researches, designs, manufactures, and sells high-quality products. We see ourselves as more than a "business." We see ourselves as a company that makes the planet a cleaner, healthier place, a company that is *Changing the Way the World Does Wastewater*.®

Any wastewater system can be affected by improper design, installation, lack of maintenance, or system abuse. Although our products are carefully designed and constructed, it's still important to pay strict attention to system design and installation instructions and to follow through with intelligent usage and regular maintenance.

Limited Warranty Coverage

Subject to the exclusions, limitations, and conditions contained herein, Orenco warrants that all of its products designed for use in wastewater applications, which are not components in an Orenco collection or treatment system covered by a separate written warranty or individual products covered by a separate written warranty, will be free from defects in materials and workmanship for a period of time corresponding to the type of product (the "Warranty Period"), as follows:

- (a) If the product is a Biotube® Effluent Filter used in a single-family residential wastewater system: for the life of the wastewater system.
- (b) If the product is a 500-, 1,000-, 1,500-, or 2,000-gallon (1900-, 3785-, 5678-, or 7570-L) Orenco fiberglass reinforced polyester ("FRP") tank: for five years after the tank has been delivered to the end-user.
- (c) If the product is an Orenco PVA-series, multiple-stage, high-head, submersible turbine effluent pump: for 18 months from the date of manufacture on the liquid end of said pump.
- (d) If the product is an Orenco PF-series, multiple-stage, high-head, submersible turbine effluent pump: for five years from the date of manufacture on the liquid end of said pump.
- (e) For all other products not specifically listed above: for one year after the product has been delivered to the end-user, except as may be otherwise provided in a separate written warranty instrument between Orenco and



the end-user or from another manufacturer. If a separate warranty instrument exists, the terms and conditions of said instrument control.

Obtaining Warranty Service

To make a claim under this Limited Warranty, contact your Orenco Dealer, Supplier, or Distributor ("Orenco's Representative"), who will process your claim. If for some reason Orenco's Representative is unavailable, or if you purchased the product directly from Orenco, contact Orenco by phone (800-348-9843 or +1-541-459-4449) to make your claim.

Any warranty claim must be received no later than the expiration of the Warranty Period listed above.

If requested by Orenco, potentially defective products must be returned to Orenco's Sutherlin, Oregon facility through Orenco's Representative, if applicable, transportation prepaid.

Exclusive Remedy

The exclusive remedy for any claim under this Limited Warranty shall be the obligation of Orenco to repair or replace, at its discretion, any defective products. Labor is not covered under this Limited Warranty. Defects in materials or workmanship will be determined in good faith by Orenco upon receipt and inspection of a returned product. Products shall not be deemed to be defective if the failure, malfunction, or damage was caused by, or resulted from:

- (a) the product not being installed, operated, or maintained in accordance with any applicable instructions provided;
- (b) abuse, misuse, accident, or negligence;

- (c) a lightning strike or other catastrophic event beyond the control of Orenco; or
- (d) modification of the product.

In the event Orenco determines that a returned product is defective in materials or workmanship and covered by this Limited Warranty, Orenco will credit or reimburse you for all reasonable transportation charges incurred in returning the product, and will be responsible for all reasonable transportation charges to return the repaired or replacement product to you. Such repaired or replacement product shall continue to be warranted under the Limited Warranty of the original purchase. In the event Orenco determines that a returned product is not defective in materials or workmanship, or is not covered by this Limited Warranty, Orenco may charge you a testing fee and all reasonable transportation charges required to return the product to you.

ORENCO SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OF, OR ANY DEFECT IN, THE PRODUCT, OR FOR ANY TECHNICAL ASSISTANCE OR INFORMATION THAT ORENCO MAY HAVE PROVIDED TO YOU. NOR SHALL ORENCO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PLANT DOWNTIME, FINES OR PENALTIES, OR LAWSUITS BY THIRD PARTIES. IN NO EVENT SHALL THE LIABILITY OF ORENCO UNDER THIS LIMITED WARRANTY EXCEED THE TOTAL INVOICED PRICE, EXCLUDING INSTALLATION AND/OR STARTUP COSTS, OF THE PRODUCT.

Disclaimer

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, OR THOSE ARISING FROM A COURSE OF DEALINGS, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND ARE EXPRESSLY DISCLAIMED BY ORENCO.