# DCWF Project
# Lagoon Flushing System
# Statement of Warranty & Conditions

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The purpose of this document is to explain the limitations and conditions of the 10 year extended warranty period covering the pump and control equipment that forms part of the Lagoon flushing System at the DCWF project and is intended to form part of the operation and maintenance documentation.

The extended warranty period was supplied as a condition of the contract for the supply of the pumping and control equipment between ITT W&WW and Macmahon Contractors for an additional up front fee that was collected at the time of supply of the equipment. This warranty extension is valid for use by the end-user once the equipment is handed over by Macmahon Contracting.

In addition to the standard ITT W&WW warranty document (please find attached) the following conditions apply:

ITT W&WW undertakes to remedy faults in products sold by ITT W&WW provided that:

- The fault is due to defects in design, materials or workmanship;
- The fault is reported to ITT W&WW or ITT W&WW representative during the guarantee period;
- The product is used only under conditions described in the care and maintenance instructions and in applications for which it is intended;
- The monitoring equipment incorporated in the product is correctly connected;
- All service and repair work is done by a workshop & personnel authorized by ITT W&WW.
- Genuine Flygt parts are used
- Storage should be in accordance with the care and maintenance manual.
- The equipment is installed and commissioned in accordance with the manufacturer's recommendations as outlined in the Installation, Operation and Maintenance Manual
- The equipment is operated and maintained in accordance with the Operation and Maintenance Manual.

In addition to the above as per ITT Flygt's Installation Care & Maintenance manual page 22 Service / Inspection clause (see attached manual) all equipment should be subject to half yearly inspection, by ITT Flygt authorised personnel, to inspect the pumps and coatings. Any cost associated with this including repainting will be to client account.

Failure to comply with these requirements will render warranty void unless, due to the nature of the warranty claim, such voiding of warranty is prevented by law, regulation, act and / or ordinance.

Hence, the guarantee does not cover faults caused by deficient maintenance, improper installation, incorrectly executed repair work or normal wear and tear.
Flygt assumes no liability for bodily injuries, material damages, consequential or economic losses beyond what is stated above.

Regards,

Duncan Price
**Branch Manager**
**ITT Water and Wastewater Australia Limited**

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# Statement of Warranty for ITT WWW Limited

The warranties provided by ITT WWW Limited in Australia in this Statement of Limited Warranty apply only to Equipment originally purchased for your use, and not for resale, from ITT WWW.
The term "Equipment" means any parts manufactured by ITT WWW or other manufacturers (as per the following table) or any combination of Equipment.

1. **Warranty.** ITT WWW warrants that all equipment is free from defects in materials and workmanship and conforms to the manufacturers equipment brochures. ITT WWW calculates the expiration of the warranty period from the date on your invoice, the warranty period varies depending on the product as per the following table unless ITT WWW informs you otherwise in writing.
2. During the warranty period ITT WWW will provide warranty service for the Equipment and will manage and install engineering changes that apply to the Equipment. Depending on the Equipment, the service may be "On-site Repair" at your location or "Carry in Repair" ITT WWW 's service location.
3. When a service involves the exchange of Equipment or part, the item ITT WWW replaces becomes its property and the replacement becomes yours. Replacement parts assume the remaining warranty of parts they replace. They may not be new but will be in good working order.
4. If the Equipment does not function as warranted during the warranty period, ITT WWW will repair or replace it without charge. If ITT WWW is unable to do so, you may return it to the place of purchase and your money will be refunded.
5. **Warranty Service.** To obtain warranty service for the Equipment you should contact your reseller or call ITT WWW . You may be required to present proof of purchase.
6. It is your responsibility to: (a) Follow the problem determination, problem analysis and service request procedures that ITT WWW provide. (b) to insure for loss of, or damage to, any Equipment in transit when you are responsible for transportation charges, even if ITT WWW arranges transportation at your request.
7. The purchaser is liable for the correct installation and operation of the goods supplied, as determined by the Statutory Authorities concerned, and the certified information provided by ITT WWW including all protective sensors supplied as standard, relative to that portion of the goods so protected, and including other resulting failures
8. **ITT WWW undertakes to remedy faults in equipment sold by ITT WWW provided:**
   - The fault is due to defect in design, material or workmanship.
   - The fault is reported to ITT WWW or the authorized reseller during the warranty period.
   - That the product is used only under the conditions described in the care and maintenance instructions and in applications for which it is intended.
   - That the monitoring equipment, if incorporated in the product, is correctly connected.
   - That all service and repair work is done by a workshop authorized by ITT WWW .
   - That genuine Flygt parts are used.
   - The undertaking does not cover faults caused by deficient maintenance, improper installation, incorrectly executed repair work or normal wear and tear.
   - ITT WWW reserves the right to alter performance, specification or design.

1. These warranties are in addition to any rights you may have under Australia's Trade Practices Act or other legislation which cannot be excluded or limited, and replace all other conditions and warranties that may otherwise be implied.
2. Warranty Period Table relating to specific products unless otherwise specified.

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| B & Ready Pumps | 12 months | * LL Pumps | 12 months | M&C Equipment | 24 months |
| * C & N Pumps | 12 months | * PL Pumps | 12 months | JWC Muffin Monster | 12 months |
| D Pumps (Vortex) | 12 months | M Pumps | 12 months | PWO Pumps | 12 Months |
| F Pumps | 12 months | Mixers | 12 months | | |
| H Pumps – Slurry | 12 months | Aeration Equipment | Per Contract | | |

* All C, N, PL & LL Pumps which are operated in conjunction with a Flygt FMC Pump Controller or MAS Monitoring Unit will have their standard warranty periods shown above doubled.