

DELTA UV TWO YEAR LIMITED CONSUMER WARRANTY

Delta Ultraviolet Corporation (“Delta UV”) warrants to every original Purchaser of Delta UV’s E/D & EP/EA-Series Ultraviolet Unit, that the product will be free from defects of the type described below under the heading “Covered Items” (“Defect”) for a period of two (2) years following the date of installation. This warranty shall only become effective after the product is registered with Delta UV. If at any time during the Limited Warranty period, any Defect prevents the product from performing correctly in an application for which it was designed, Delta UV will repair or replace the product (at Delta UV’s option) as outlined herein:

COVERED ITEMS

- This Limited Warranty DOES cover the UV unit, its components, and defects thereof against:
- Manufacturing defects
- Material Defects – Ballast, Pressure Gauge, Pressure Switch, Tank
- Glass component breakage because of shipping (must be reported within ten (10) days following delivery)
- Plastic component degradation
- Bulb failure during first 18 months after installation

NON-COVERED ITEMS

- This Limited Warranty DOES NOT cover the following UV unit defects:
- Metal corrosion due to salt water use
- Mechanical abuse
- Improper installation or use
- Acts of God
- Operation at pressures greater than 40 PSI (3 Bar)
- Freeze damage
- Improper (incorrect) voltage
- Any failure not indicated as a “Covered Item” above

Note 1: During the duration of this Limited Warranty, should any failure occur, the unit should be inspected at the site by a representative of Delta UV to determine the cause of failure, and if that failure is shown to be a covered item, the Original End User (Consumer) must request a written Return Materials Authorization (RMA) from Delta UV, prior to any product return. Any returned unit must be accompanied by Delta UV’s RMA and is to be returned freight prepaid to Delta UV for Limited Warranty evaluation. The consumer assumes all responsibility for any freight damage associated with such return. Unit failures, or components thereof, found to be covered under this Limited Warranty will be repaired or replaced (at Delta UV’s option) without cost to the User and will be returned to the User via prepaid shipping. Repair or replacement shall be Delta UV’s sole and exclusive liability and Purchaser’s sole and exclusive remedy with respect to any failure to comply with this Limited Warranty. Delta UV shall be the sole judge in determining the cause of failure of any UV unit.

The term “Original End User” (User) shall mean the person or company that was in possession of the physical location where the UV unit was originally installed, at the time of first installation, as evidenced by an original invoice from the selling company to the User at the location where the unit is to be returned. A copy of the original invoice must accompany the UV unit RGA paperwork. UV units received unaccompanied by the required documentation will not be accepted by Delta UV for Warranty evaluation and will be returned to the User in the same condition as received, freight collect (COD) if the User fails to provide the required documentation within ten (10) days from date of notification of missing documentation from Delta UV. Any unit returned to Delta UV COD or freight collect will be rejected.

Note 2: This Warranty is Limited in that it does not cover any monetary reimbursement for freight charges, for removal and/or installation labor, or any other incurred costs by any other person(s) or firm(s), including (but not limited to) any consequential damage or loss of use that might be claimed. The Limited Warranty period shall commence upon the date of installation. UV units received with factory identification missing, mutilated or altered, or units received containing components not supplied by Delta UV or modified in any way, will not be warranted under any circumstances.

OTHER RIGHTS - This Limited Warranty supersedes any and all previous Limited Warranties for this product, gives you specific legal rights, and you may have other rights which vary from state to state. THIS LIMITED WARRANTY IS DELTA UV’S SOLE AND EXCLUSIVE WARRANTY. DELTA UV MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES.