



VARACORP LLC

Limited Aerator Warranty

This limited warranty begins on the date of purchase by the purchaser and covers parts and labor, but not shipping, for one year. VaraCorp will repair or replace the aerator or its component parts, at VaraCorp's option and at no charge, with new or reconditioned parts.

VaraCorp does not warrant uninterrupted or error-free operation of the aerator and shall not be liable for the loss or destruction of property or injury to personnel as a result of the use of the aerator. It is the purchaser's responsibility to determine the suitability of the aerator for the purchaser's application and functional implementation. The purchaser is cautioned that aerator performance may be affected by equipment compatibility and operator control of the aerator including, but not limited to, the contents or contaminants of water or other liquids being aerated. Purchaser is responsible for the assembly, installation, and operation of the aerator including the use of qualified professional help for all electrical connections.

This limited warranty covers defects in materials and workmanship encountered in typical aerator use, and shall not apply to damage which occurs in shipment, delivery, or installation; or in applications for which the aerator is not intended; or damage from accidents, abuse, neglect, fire, water, lightning, or other acts of nature, or from explosions caused by volatile gases or contaminants in the water or other liquid being treated; or damage from use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring not authorized by VaraCorp, or which damage the aerator or result in service problems; or from damage resulting from incorrect line voltage or fluctuations or surges.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED ABOVE, AND NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM, OR CORPORATION WITH RESPECT TO THE AERATOR SHALL BE BINDING ON VARACORP. VARACORP SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE, OR INABILITY TO USE THIS AERATOR, REGARDLESS OF LEGAL THEORY UPON WHICH THE CLAIM IS BASED, NOR SHALL ANY RECOVERY OF ANY KIND AGAINST VARACORP BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT SOLD BY VARACORP NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF VARACORP. THIS LIMITED



WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE AERATOR OR ITS COMPONENT PARTS, IS NONTRANSFERABLE, AND STATES THE PURCHASERS EXCLUSIVE REMEDY.

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