

STANDARD LIMITED WARRANTY

Except as set forth in an Extended Warranty, for twelve (12) months from the date of installation, but in no event more than twenty-four (24) months from the date of manufacture, Franklin hereby warrants to the purchaser ("Purchaser") of Franklin's products that, for the applicable warranty period, the products purchased will (i) be free from defects in workmanship and material at the time of shipment, (ii) perform consistently with samples previously supplied and (iii) conform to the specifications published or agreed to in writing between the purchaser and Franklin. This limited warranty extends only to products purchased directly from Franklin. If a product is purchased other than from a distributor or directly from Franklin, such product must be installed by a Franklin Certified Installer for this limited warranty to apply. This limited warranty is not assignable or transferable to any subsequent purchaser or user.

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- b. WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS LIMITED WARRANTY, FRANKLIN SHALL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY AND ALL (i) INCIDENTAL EXPENSES OR OTHER CHARGES, COSTS, EXPENSES (INCLUDING COSTS OF INSPECTION, TESTING, STORAGE, OR TRANSPORTATION) OR (ii) DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL DAMAGES, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME AND LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER FRANKLIN IS OR IS SHOWN TO BE AT FAULT, AND REGARDLESS OF WHETHER THERE IS OR THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS OR WORKMANSHIP, NEGLIGENCE IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN.
- c. Franklin's liability arising out of the sale or delivery of its products, or their use, whether based upon warranty contract, negligence, or otherwise, shall not in any case exceed the cost of repair or replacement of the product and, upon expiration of any applicable warranty period, any and all such liability shall terminate.
- d. Without limiting the generality of the exclusions of this limited warranty, Franklin does not warrant the adequacy of any specifications provided directly or indirectly by a purchaser or that Franklin's products will perform in accordance with such specifications. This limited warranty does not apply to any products that have been subject to misuse (including use in a manner inconsistent with the design of the product), abuse, neglect, accident or improper installation or maintenance, or to products that have been altered or repaired by any person or entity other than Franklin or its authorized representatives.
- e. Unless otherwise specified in an Extended Warranty authorized by Franklin for a specific product or product line, this limited warranty does not apply to performance caused by abrasive materials, corrosion due to aggressive conditions or improper voltage supply.
- f. With respect to motors and pumps, the following conditions automatically void this limited warranty:
 1. Mud or sand deposits which indicate that the motor has been submerged in mud or sand.
 2. Physical damage as evidenced by bent shaft, broken or chipped castings, or broken or bent thrust parts.
 3. Sand damage as indicated by abrasive wear of motor seals or splines.
 4. Lightning damage (often referred to as high voltage surge damage).
 5. Electrical failures due to the use of non-approved overload protection.
 6. Unauthorized disassembly.



Form 106935101
Rev. 005
04/17



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