

## **Limited Warranty Policy Effective January 1, 2016**

This document contains the limited warranty offered by Piusi USA, Inc. (“Piusi”) to the purchaser of products from Piusi (“Purchaser”) and sold by an authorized Piusi USA, Inc. (“Distributor”).

Piusi warrants to the Purchaser, under the terms and conditions hereof, that all products sold by Piusi (“Products”) shall be (i) manufactured in accordance with the agreed upon specifications, (ii) merchantable and free from defects in material and workmanship, and (iii) conveyed with good title, free from any liens, security interests or other encumbrances.

With regard to parts manufactured by third parties (i.e. other than Piusi S.p.A.) warranty terms and conditions are those provided by the original manufacturer.

### **Warranty Term:**

Piusi limited warranty hereunder shall be of two (2) years after the date of shipment for all products, with the exception of manual hand pumps.

For manual rotary pumps, Piusi limited warranty shall be for one year after the date of shipment (FOB Piusi warehouse in Ft. Lauderdale, Florida). For manual piston pumps, Piusi limited warranty shall be for 90 days after the date of shipment (FOB Piusi warehouse in Ft. Lauderdale, Florida).

**PLEASE NOTE:** The Warranty for the SUZZARA BLUE Self-Priming Membrane Pump Kit used in the different dispensing options for DEF will not apply effective 01/01/2012 if the pump kit is not sold out of our Fort Lauderdale, Florida warehouse with Piusi Dispense Coupler (PDC) or a Micro Matic double check valve RSV coupler. This specific coupler has been PERFORMANCE TESTED with our DEF pumps to ensure the system works properly and performs to the specification.

### **Product inspection:**

Purchaser shall check all Products and items immediately upon receiving each shipment. Any shortage, damages or discrepancy in shipments or noticeable defects of Products or other items must be notified to Piusi in writing not later than three (3) days from receipt.

### **Duties of Piusi and Purchaser:**

The sole obligation of Piusi in the event of breach of this limited warranty shall be, at Piusi’s reasonable judgment, either (i) to provide at no charge to Purchaser replacement parts for all defective parts; or (ii) to credit the purchase price for the defective product, in whole or in part. Any labor required for removal, repair, installation or otherwise will be the responsibility of the Purchaser or Distributor. Piusi will not cover labor or travel under any circumstance. Warranty claims hereunder must be filed promptly by an authorized Piusi distributor; must recite the nature and details of the claim, the date the cause of the claim was first observed and the serial number of the Products or parts concerned; and must be received by Piusi no later than the date of expiration of the Warranty Term as above. Please include image of the issue if available. Warranty claims can be filed via email [warranty@piusiusa.com](mailto:warranty@piusiusa.com) or via phone 954-584-1552. Piusi will request the return of any product if Piusi deems necessary for evaluation. Product(s) or parts cannot be returned to Piusi prior to an authorized Piusi distributor applying for and obtaining a written Return Material Authorization (RMA) /Confirmation Number from Piusi. Any unauthorized returns, i.e. one for which a RMA/Confirmation Number has not been issued, will be returned to Purchaser at Purchaser’s expense.

Purchaser shall, when returning Products or parts, abide by the following:

1. Mark all packaging with the RMA/Confirmation Number; it needs to have the RMA number outside to properly document Purchaser's return. Missing this step will result in a box returned to the sender.
2. Ship return goods (complete with all the parts and/or pieces it came with including hoses, nozzles, meter, etc.) to Piusi USA, Inc. at 3901 Anglers Avenue, Ft. Lauderdale, Florida 33312. Please write the RMA number on the shipping label
3. Attach proof of purchase.

No returns are accepted on Special Order items (this includes 50Hz items).

Distributor will be charged with a 20% restocking fee on all items returned to Piusi. The returned items must be in their original packaging box along with all paperwork and accessories in conditions suitable for resale (including packaging box).

**PLEASE NOTE:** All returns are subject to inspection upon arrival at Piusi. Piusi may approve or deny the claim and shall communicate its decision within five (5) days from receipt if Purchaser is a Piusi Distributor, otherwise as soon as practicable.

If a claim is accepted, Piusi will at reasonable discretion either credit the purchase price in whole or in part, or ship replacement Product(s) or part(s) to Purchaser. Any replacement Products or parts shall be shipped FOB Piusi warehouse in Ft. Lauderdale, Florida.

All replaced parts shall become Piusi property upon their replacement.

It will be a Distributor's responsibility to provide their customers with "loaner" equipment while their claim is under review.

**Exclusions:**

Piusi shall have no obligations under this warranty in the event that:

- a) replacement of Products or parts (e.g. hoses, filter elements, o-rings, gaskets, vanes, drip trays, etc.) shall have been required through normal wear and tear; or necessitated in whole or in part by force majeure, or by the fault or negligence of (Purchaser) or third parties; or
- b) the Products or parts have not been properly used, maintained or repaired in accordance with Piusi or manufacturer's then applicable operating and/or maintenance manuals and/or instructions, whether by Purchaser or third parties, or shall have been modified in any manner or dismantled without prior written consent of Piusi; or
- c) the defect is due to any other action attributable to Purchaser or third parties. Purchaser takes complete and entire responsibility for ascertaining whether the Products meet the requirements of or are suitable for Purchaser's (or Purchaser's customer) intended use.
- d) products must be received within 90 days from filing a claim. Claim will be closed after 90 days if products not received.

THIS LIMITED WARRANTY IS INTENDED SOLELY FOR THE BENEFIT OF PURCHASER. ALL CLAIMS HEREUNDER SHALL BE MADE BY DISTRIBUTOR AND MAY NOT BE MADE BY PURCHASER'S CUSTOMERS.

EXCEPT FOR THIS LIMITED WARRANTY, PIUSI MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO ANY PRODUCTS OR PARTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

The sole and exclusive remedies for breach of any and all warranties and the sole remedies for Piusi's liability of any kind (including liability for negligence) with respect to the Products or part and all other performance by Piusi, shall be limited to the remedies provided in the limited warranty provisions herein.

LIABILITY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES IS HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL PIUSI'S LIABILITY OF ANY KIND EXCEED AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE PRODUCT PROVEN DEFECTIVE.