

LAKOS PROII MEDIA TANKS PRODUCT LIMITED WARRANTY STATEMENT

PROII Media Tanks manufactured and marketed by LAKOS feature a limited warranty up to five (5) years from date of shipment. PROII Media Tank underdrains feature a limited warranty of fifteen (15) years from date of shipment. PROII Media Tank faults after 1 year from date of shipment will be warranted on a pro-rated basis. See below for details:

- Less than 1 year from date of shipment: LAKOS will replace tanks*
- Greater than 1 year and less than 3 years from date of shipment: LAKOS will offer 80% credit toward replacement tanks*
- Greater than 3 years and less than 5 years from date of shipment: LAKOS will offer 50% credit toward replacement tanks*
- Greater than 5 years from date of shipment – No warranty coverage

* Credit is finalized upon receipt of warranted tanks **WITHOUT SAND** within 30 days of shipping replacement tanks. Replacement labor and materials necessary for replacement are not included. PROII Media tanks returned with sand media, will be charged an additional \$150 per tank to dispose sand media – this amount will be deducted from the credit.

If a fault develops, notify us, giving a complete description with images of the alleged malfunction. Include the model number(s), tank serial number, date of delivery and operating conditions of subject product(s). LAKOS will subsequently review this information and, at our option, supply you with either servicing data or shipping instruction and returned materials authorization. Upon prepaid receipt of subject product(s) at the instructed destination, we will then either repair or replace such product(s), at our option, and if determined to be a warranted defect, we will perform such necessary product repairs or replace such product(s) at our expense.

This limited warranty does not cover any products, damages or injuries resulting from misuse, neglect, normal expected wear, chemically-caused corrosion, improper installation or operation contrary to factory recommendation. Nor does it cover equipment that has been modified, tampered with or altered without authorization.

No other extended liabilities are stated or implied and this warranty in no event covers incidental or consequential damages, injuries or costs resulting from any such defective product(s).

LIMITATIONS AND DISCLAIMERS

THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR OF SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. LAKOS DISCLAIMS ANY WARRANTY, PROMISE, OR OBLIGATION THAT THE EQUIPMENT CONFORMS TO ANY SAMPLES OR MODELS. THE ABOVE WARRANTY SHALL NOT APPLY IF PURCHASER HAS IN ANY WAY TAMPERED WITH, ALTERED, OR REPLACED THE ORIGINAL EQUIPMENT THAT WAS PURCHASED.

PURCHASER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO REPLACEMENT AT LAKOS'S OPTION IN ITS SOLE DISCRETION; NO LABOR OR FREIGHT ALLOWANCE IS IMPLIED AND PURCHASER SHALL BE RESPONSIBLE FOR ALL COSTS OF LABOR AND FREIGHT NECESSARY TO EFFECTUATE THE LIMITED WARRANTY DESCRIBED ABOVE.

IT IS EXPRESSLY AGREED THAT LAKOS AND DISTRIBUTOR ASSUME NO LIABILITY FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND OR DESCRIPTION (INCLUDING, WITHOUT LIMITATION, CROP REDUCTION OR LOSS, LOST PROFITS, LOST REVENUES, EXPENSES, AND/OR FAILURE TO REALIZE SAVINGS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH OR BY REASON OF A BREACH OF THE PURCHASE CONTRACT, WARRANTIES ARISING THEREFROM, OR FROM THE EQUIPMENT AND/OR ANCILLARY EQUIPMENT. ADDITIONALLY, THE ABOVE WARRANTIES DO NOT COVER FAILURES, DEFECTS, INJURIES, OR ANY DAMAGES THAT CAN BE ATTRIBUTED TO HAVING BEEN CAUSED BY ACCIDENT, ACTS OF GOD, ALTERATION, ABUSE, CONSUMER NEGLIGENCE, MISUSE, NEGLIGENCE, NORMAL WEAR-AND-TEAR, PROBLEMS WITH ELECTRICAL POWER, REPAIR, STATIC DISCHARGE, IMPROPER TESTING, CHEMICAL CORROSION, IMPROPER INSTALLATION, OR OPERATION CONTRARY TO LAKOS RECOMMENDATIONS.

THE LIABILITY OF LAKOS AND DISTRIBUTOR ARISING OUT OF SUPPLYING SAID EQUIPMENT, OR ITS USE, WHETHER ON WARRANTIES OR OTHERWISE, SHALL NOT IN ANY CASE BE GREATER IN AMOUNT THAN THE NET PURCHASE PRICE OF THE EQUIPMENT.

YOUR RESPONSIBILITY

The above warranties are subject to the following additional conditions:

1. The LAKOS products and components must be maintained and operated within the guidelines outlined in the Equipment's Owner's Operation Manual and Design Manual.
2. Purchaser must notify LAKOS in writing of any claim immediately and in no event less than thirty (30) days after the failure of the LAKOS product or component (i) is discovered or (ii) reasonably should have been discovered. Such notice shall include a complete description of the alleged failure, model number(s), date(s) of delivery, and operating condition of the LAKOS product(s).
3. To obtain any needed repair(s) or replacement of any LAKOS products and/or components, a Return Material Authorization (RMA) must be completed by Purchaser and returned with the defective items in order to ensure proper
4. Upon request by LAKOS, Purchaser must return all LAKOS products and/or components that have been determined by LAKOS to be covered by a limited warranty of LAKOS or the applicable LAKOS distributor not later than thirty (30) days after such determination, with Purchaser being responsible for freight.
5. The alleged defect or failure must be discovered within the respective warranty period set forth above with respect to the applicable LAKOS product and/or component.

