

8.0 Limited Warranty & Remedy

Thermaco Incorporated warrants to the original user that the outer tank and inner tank components of the product manufactured by Thermaco and delivered with this warranty (the “Product”) shall be free from material defects in workmanship and materials during the lifetime of the plumbing system in which the Product is initially installed. Notwithstanding the foregoing, this warranty shall not cover, and Thermaco shall have no obligation to repair or replace, any of the following component parts of the Product: lid, gaskets, brackets, nuts, and flow control.

Any and all warranty claims must be made in writing to Thermaco at 646 Greensboro Street, Asheboro, NC 27203 promptly after discovery of the defect giving rise to the warranty claim. Following and subject to Thermaco’s preliminary approval of a warranty claim, the warranted Product must be delivered, prepaid, to Thermaco, together with proof of purchase and a return authorization number issued by Thermaco. If Thermaco determines that the Product is defective, the defect is covered by this warranty, and the warranty conditions are satisfied, Thermaco’s sole obligation under this warranty, and the sole and exclusive remedy with respect to any such defect, is the repair or replacement, at Thermaco’s option, of the defective equipment, component, or parts. Any replacements will be furnished F.O.B. point of shipment. Thermaco reserves the right to ship the user replacement parts with installation instructions. If Thermaco determines that the part, component, or the Product is not defective or that any condition of this warranty is not satisfied, then Thermaco shall have no obligation to repair or replace any such part, component, or the Product, and any costs associated with the return of such part, component, or the Product shall be borne by the party making the warranty claim.

This warranty shall not cover any defect in an otherwise covered Product resulting directly or indirectly from (and the occurrence of any of the following shall void any otherwise applicable warranty claim): (i) failure to install, operate or maintain the product in accordance with the Installation and Operation Manual that was included with the Product when it was sold and all other applicable Thermaco instructions and procedures, including, without limitation, use of mechanical crust breaking devices, use with grinding augers, use in excess of rated flow, use in excess of rated grease capacity, use to remove emulsified fats and oils or use that fails to comply with applicable laws, regulations or codes; (ii) damage in transit, handling or installation; (iii) modifications, adjustments, repairs, or alterations made by persons other than Thermaco representatives or certified plumbers; (iv) any change in the original installation or change to the original use of the Product; or (v) other causes not arising out of defects in workmanship or materials. Thermaco shall not be responsible for damage to products resulting from ultraviolet light exposure, floating of tank, vault flooding, sewer line back-up, pumping or lift station failure, ambient water flow, freezing, or other sources of water damage. This warranty does not cover equipment or parts not manufactured by Thermaco. Original user’s costs relating to any service, adjustment, removal, repair, packing, or otherwise incurred with respect to the defect prior to submission for warranty are the responsibility of the original user. No distributor, sales person or other person is authorized to make any warranty statements on behalf of Thermaco regarding Thermaco products other than as set forth in this warranty. This statement of warranty supersedes and replaces any quote, brochure, or other statement or document with respect to warranty of the Product.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERMACO MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THERMACO HAD KNOWLEDGE OF PURCHASER’S PARTICULAR REQUIREMENTS OR NEEDS, OR WITH RESPECT TO ODOR GENERATION OR OTHER INCIDENTALS RELATING TO USE OF THE PRODUCT.

The sole and exclusive remedy with respect to this warranty or any other claim relating to defects or any other condition or use of Products, however caused, and whether such claim is based upon warranty, contract, tort, strict liability or any other theory, is LIMITED to the repair or replacement of the affected Product, component, or parts, in each case excluding labor or any other cost to remove or install the Product or, at Thermaco’s sole option, refund of the original purchase price. IN NO EVENT SHALL THERMACO BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THERMACO FOR ANY CAUSE OF ACTION RELATED TO THE PRODUCT COVERED HEREBY EXCEED THE NET PURCHASE PRICE RECEIVED BY THERMACO FOR THE PRODUCTS. This Warranty is made only for the benefit of the original user and is void upon any transfer of ownership or changes in installation. Note: Do not Pressure/Hydrostatic test our Products.