



MUNSTER SIMMS ENGINEERING LIMITED ("Company")

STATEMENT OF LIMITED WARRANTY

The products manufactured and supplied by the Company ("**Products**"), are warranted to be free from material defects in design, workmanship and material under normal use ("**Defects**") for (unless otherwise extended in advance in writing by the Company) a period of 12 months from date of purchase, save that this warranty shall not apply where the Defect is attributable to defective materials supplied by third parties. In such event, the only remedy of the buyer of the Products ("**Buyer**") will be against that third party.

This warranty applies only to Products that are properly installed and used in accordance with all oral and written maintenance and operation instructions provided by the Company. The Company shall not be liable for a breach of any of the warranties in this Statement of Limited Warranty if the Buyer makes any further use of the Products after giving the Company notice of any Defect or the Buyer alters or repairs such Products without the written consent of the Company. Products that have been disassembled or modified (without prior written approval of the Company), are not covered by this warranty.

All Products are covered by a 1 year limited warranty (detailed below) from (unless otherwise extended in advance in writing by the Company) date of purchase ("**Standard Warranty**"). In addition to the Standard Warranty, some individual Products are covered by a further warranty, as detailed in Table 1 below ("**Additional Warranty**").

In the event that any of the warranties offered by the Company are breached, the Company shall (at its discretion) repair, replace or issue a spares kit for the defective Product subject to prior examination at Company premises. If the Company complies with this paragraph, it shall have no further liability for a breach of the warranties in respect of such Products. Adjustment or replacement of defective parts made under this warranty will not extend the warranty period applicable either under the Standard Warranty and/or the Additional Warranty.

The Company shall not bear any costs of removal, installation, transportation, or other charges that may arise in connection with a warranty claim by the Buyer. Such costs shall be the Buyer's sole responsibility.

No claim in respect of defective Products will be valid unless the alleged defective Products are returned at the Buyer's expense to the Company for inspection, together with proof of purchase. Non-stock/special order items are non-returnable by the Buyer in any circumstances, and this warranty does not apply to prototype models.

EXCLUSIONS:

The Company shall not be liable for any indirect loss or for any special, incidental, punitive or consequential damages suffered by the Buyer and/or any third party, whether this loss arises from breach of a duty in contract or tort or breach of a statutory duty or in any other way, including, without limitation, loss arising from the negligence, default, breach of duty, non-delivery, delay in delivery or defects or errors in the work undertaken by the Company pursuant to the terms of this Statement of Limited Warranty or in connection with any other claim arising in connection with manufacture and/or supply of the Products.

In particular, the Company shall not be liable (without limitation) for:

- Loss of profits, increased production costs or other economic injury or loss;
- Loss of contracts or opportunity; and/or
- (insofar as is permitted by applicable law) damage to property of the Buyer or any third party.

The Company shall under no circumstances be liable for any breach of its obligations hereunder and/or under any contract governing sale and purchase of the Products ("**Contract**") resulting from causes

beyond its control including but not limited to fires, strikes, lockouts, insurrection or riots, terrorism or civil disorder, embargoes, wrecks or delays in transportation, requirements or regulations of any governmental authority, tempest, earthquake or other natural disaster, flood, bursting or overflowing of water tanks, failure or shortage of power, fuel or other utilities, or loss of data and/or communications due to causes such as those referred to in this paragraph.

This statement sets out the Company's entire liability in respect of the Products and the Company's liability under this statement shall be in lieu of all other warranties, conditions, terms and liabilities, express or implied, statutory or otherwise howsoever except any implied by law which cannot be excluded. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

Subject to the remaining provisions of this Statement of Limited Warranty, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract and supply of the Products shall be limited to the Contract price.

Nothing in this Statement of Limited Warranty shall operate so as to exclude or restrict the Company's liability for death or personal injury caused by its negligence. The Company shall **NOT** be liable for any condition, warranty or representation made by a distributor or other person acting on behalf of the Company unless expressly confirmed by the Company in writing. This Statement of Limited Warranty shall be governed and construed in accordance with Northern Irish law and all disputes arising in connection hereto shall be submitted to the exclusive jurisdiction of the Northern Irish Courts.

Table 1
Total Warranty Period
(including standard
warranty)

Product type	2 years	3 years	5 years	10 years
Automatic Pressure Pump *	✓			
Chromed Metal Taps (TT)	✓			
Whale Water Heaters **	✓			
Whale Cooking Appliances **	✓			
Smartbail Bilge Pump		✓		
Orca Bilge Pump ***		✓		
Supersub Bilge Pump ****		✓		
Space Heater / Caravan Water Heater *****		✓		
Manual Bilge Pump			✓	
Manual Freshwater Pump			✓	
Manual Toilet Pump			✓	
Quick Connect Plumbing fittings				✓
WhaleX Tubing				✓

* The Gulper 320 has a 3 year warranty and the Gulper 220 has a 2 year warranty. All other Gulpers are covered by a 1 year warranty

** Applies to all Whale models manufactured in California USA

*** Applies to BE: 0500, 0950, 1450 & 1454 only. All other Orca variants have a 1 year warranty.

**** Applies to SS5012, SS5022, SS1012 and SS1024 only. All Supersub Smart models have a 1 year warranty.

***** Applies to Whale models manufactured in Northern Ireland - models WH***** and WW*****

Note that these periods may be further enhanced through special offers, or revisions. Please see your product documentation for details.

DISCLAIMER

Any performance / specification figures shown have been calculated using standard testing procedures. Where maximum output is stated, such maximum output refers to pumps acting at zero lift and zero head. Actual performance may vary depending on the application, installation and environmental factors. Neither the accuracy nor completeness of the information contained in any Product brochure is guaranteed by the Company and may be subject to change at its sole discretion. The Company may, at its sole discretion, change the technical performance, dimensions or appearance of any of its Products without prior notification to purchasers. The Company shall not be liable to a purchaser for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the use of a Product. Where dimensions are stated, such dimensions are for guidance only. Inch measurements are conversions from millimetre dimensions and are shown to the nearest 1/16". US gallons volumes are conversions from litres and are also shown for guidance purposes only to the nearest 1/16. Please contact the Company directly if precise measurements are required.