MicroSepTec

## **MicroSepTec Limited Warranty**

NOTE: The MicroSepTec Installation Form and Startup Form must be completed upon installation of the system and components, and submitted to MicroSepTec to initiate manufacturer's warranty. These forms verify that the system was installed according to manufactures recommendations, that the system was started properly, and according to manufactures recommendations. It is highly recommended that copies of these forms are accompanied with pictures of major components installation to ease the warranty submission process as proof of correct installation, should there ever be a need for warranty claims. A copy of these forms is shipped with each system or can be obtained from your local EnviroServer Distributor or by contacting MicroSepTec.

Additionally, inspections must be completed bi-annually, and inspection forms submitted to MicroSepTec for the initial two years of service in order to continue validation of warranty. Ongoing maintenance is recommended after the initial two year warranty period and in some areas may be required by local regulations. The frequency of maintenance needed should be established by your service provider, be determined according to system use, the components of the system, and local jurisdictional code.

## MicroSepTec EnviroServer ES Series

What is covered: MST Manufacturing, Inc. ("MST") warrants the parts in each EnviroServer Advanced Treatment System to be free from defects in material and workmanship for a period of two years from the date of initial installation as evidenced by the installer's Installation Sign-Off Form, or three years from date of sale, whichever occurs first. In order to activate warranty Installation Form, and Startup Form must be submitted to MST.

What MST will do to correct problems: MST's sole obligation under this warranty is to fulfill this warranty by repairing or exchanging, at the sole discretion of MST, any component part, F.O.B. factory, that, in MST's judgment, shows evidence of defects – provided said component part has been paid for and is returned through an authorized dealer or distributor, delivery charges prepaid, along with proof of the date of original purchase, date of installation sign-off, and a written statement from the warranted specifying the nature of the defect.

What this warranty does not cover: This warranty covers only normal residential use within the United States. MST cannot warranty the treatment performance of the system since it cannot predict or control the nature of the influent and the effect of the influent on the biological process. MST is not responsible for warranty service should the MST label, the rating label, or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flooding by external means, lightning, improper wiring or electrical current, interaction with non-MST products, service other than by a MST Authorized Service Provider, or the introduction of hazardous or harmful materials into the system.

This warranty applies only to the EnviroServer and does not include the chlorine tablets or UV lamp, if applicable, or any of the existing on-site wiring, plumbing, venting, drainage, or additional disposal system components. In addition to, and not in limitation of anything else contained in this warranty, MST is not responsible for any delay or damages caused by defective components or material, or for loss incurred because of interruption of service, or for any other special or consequential damages or incidental expenses arising from the manufacture, sale, or use of the EnviroServer.

The EnviroServer wastewater treatment system is based on a biological process using natural bacteria and oxygen to efficiently digest the waste in the water. The following items are examples of substances that should never be introduced into an on-site system because they can overtax or destroy the biological digestion or clog pumps and pipes and constitute misuse and/or abuse of the system: water softeners; excessive amounts of fat, grease or oil; coffee grounds; disposable diapers; feminine hygiene products; condoms; cigarette butts; gauze or adhesive bandages; cotton swabs; dental floss; cat litter; excessive amounts of disinfectants, detergents & cleaning supplies; chemicals, such as paints, varnishes, thinners, oils, photographic solutions, pesticides; construction debris; and prescription medicines.

MST reserves the right to revise, change, or modify the construction and design of the EnviroServer or any component part or parts thereof without incurring any obligation to make such changes or modifications in previously manufactured equipment. MST also reserves the right, in making replacements of component parts under this warranty, to furnish a component part which, in its judgment, is equivalent to the part being replaced. In addition to, and not in limitation of anything else contained in this warranty, under no circumstances will MST be responsible for any other direct or consequential damages, including (but not limited to) lost profits, lost income, labor charges, delays in production, and/or idle production, which result from defects in material and/or workmanship of the EnviroServer.

THIS WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND, UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON YOUR ENVIROSERVER SYSTEM SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY, NEITHER MICROSEPTEC NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE INCLUDING DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE ENVIROSERVER, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY.

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