

6.01 WARRANTY



This document defines Romtec Utilities' standard warranty terms. Any project-specific variances in the warranty period will be noted in the Romtec Utilities Proposal, Purchase Order, and/or Scope of Supply and Design Submittal (SSDS), which supersede these terms with respect to the defined warranty period only. If the End Owner of Romtec Utilities supplied goods is a different entity than Romtec Utilities' direct Customer, this warranty extends to the Customer only until such time as the system is accepted as complete by the End Owner, at which time the warranty transfers to the End Owner.

Romtec Utilities may update its standard warranty terms from time to time. The most current terms are generally available for viewing and downloading at:

<https://romtecutilities.com/wp-content/uploads/2021/06/Romtec-Utilities-comprehensive-warranty-6-14-21.pdf>

1. Warranty Period

Unless otherwise stated in the Purchase Order and/or SSDS, the pump station and all its associated components shall be warrantied against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance. Acceptance is defined as the date the Romtec Utilities Field Startup Report is completed, notwithstanding any variances described below. A sample Field Startup Report will be included in the SSDS or can be provided separately upon request.

If startup of the installed system is for any reason not performed within six months of installation, the warranty period shall be one year and six months from installation of the pump station. Unless stated otherwise in the Purchase Order and/or SSDS, Romtec Utilities does not provide any equipment warranties whatsoever if the Romtec Utilities startup technician is for any reason not present to observe and advise during the initial startup of the installed system. If Romtec Utilities chooses to grant a warranty for a system that is started up without the presence of a Romtec Utilities startup technician, Romtec Utilities strongly recommends thoroughly documenting the startup process, including photo and/or video records that demonstrate compliance with all startup procedures and/or recommendations provided Romtec Utilities. Romtec Utilities may require clear evidence of compliance with standard startup procedures before honoring any related warranty claims.

If installation of the delivered pump station is delayed for any reason, the warranty period shall be one year and six months from delivery of the primary structural components, such as the wet well.

If delivery is delayed for any reason after the customer agrees to a delivery schedule, the warranty period shall be one year and six months from the date the pump station was ready to deliver.

2. Repair and Replacement

Romtec Utilities is a systems integrator that assembles the system both from components manufactured by Romtec Utilities and components manufactured by others.

The Romtec Utilities warranty applies to materials, workmanship, fabrication, and assembly by Romtec Utilities only. Romtec Utilities passes along manufacturers warranties for individual components to the Customer and/or owner. Some individual component manufacturer warranties may vary from the Romtec Utilities terms and may include warranty periods that are shorter or longer than the Romtec Utilities warranty. For example, many pump manufacturers warranties extend beyond the one-year standard warranty offered by Romtec Utilities. These individual warranties by original equipment manufacturers will be included with the Romtec Utilities Operation & Maintenance Manual after successful startup of the pump station.

The obligation of Romtec Utilities under this warranty is limited to replacing or repairing any defective part manufactured by Romtec Utilities. Individual components are warrantied through their respective manufacturers. Romtec Utilities should always be the first point of contact for warranty issues, and Romtec Utilities can assist in facilitating communication with original equipment manufacturers for warranty claims. However, replacement for, repair of, or refund of defective workmanship or material under normal use of equipment manufactured by others shall be remunerated directly with the manufacturer of the component. Some examples of these components that are warrantied by their respective manufacturers include:

- A. Generators
- B. Cranes
- C. Pumps
- D. Pump Controls
- E. Valves
- F. Building Roofing (if applicable)

The Romtec Utilities warranty extends to repair or replacement of defective materials and workmanship only. The Romtec Utilities warranty does NOT include:

- A. On-site troubleshooting or service calls
- B. Labor for the removal or re-installation of defective parts
- C. Any required shipping
- D. Time delays or damages relating to system downtime during warranty work
- E. Any aspect of warranties provided by individual component manufacturers, including, but not limited to, assessment, repair, replacement, and removal/installation.

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3. Claims of defective manufacture

Claims that the merchandise was incorrectly manufactured or that is defective in any way must be made directly to Romtec Utilities on a product-by-product basis. All claims must be made within 72 hours of the defective condition, or the time when the defect should have been discovered, whichever is earlier. All claims must include the following:

- A. A detailed description of the specific problem, failure, or other event giving rise to the claim
- B. Supporting photographs or videos
- C. Specific location of the suspected defect within the system
- D. Names and phone numbers of individuals who can substantiate the claim, but who are not employees of the owner or installer

4. Claims for missing or damaged materials

- A. **Missing materials:** The customer must inventory each shipment of materials upon arrival at the job site for completeness. Claims for missing or deficient materials shall be reported to Romtec Utilities within five (5) business days of delivery. If Romtec Utilities does not receive notice of missing or deficient materials within this time Romtec will assume that all the materials were present and in good order. After the inspection period, the customer assumes responsibility for any missing or deficient materials.
- B. **Building materials (if a building is included with the system) damaged during on-site storage (after delivery):** Building Materials are packaged for shipment only and should be installed within 30 days of delivery. If the materials are stored outside for more than 30 days, all building material warranties expressed or implied are null and void. Customer assumes all responsibility in adequately protecting stored building materials prior to installation and hereby releases Romtec Utilities from any claims arising from inadequately protected materials.

5. System Failure Situations

System function is a complex combination of parameters. A system failure does not necessarily constitute a warranty issue. The first step in determining if a system failure is a warranty claim is to troubleshoot the system via phone call with Romtec Utilities in order to determine the cause of the system failure. If the Customer's or Owner's maintenance personnel cannot provide on-site troubleshooting assistance, Romtec Utilities can recommend a local company to provide troubleshooting assistance at the Customer's or Owner's expense. Many system failure issues can be determined and resolved via this troubleshooting.

If it is determined during the troubleshooting process that the system failure is a result of incorrect or defective manufacturing or assembly by Romtec Utilities, then Romtec Utilities will proceed with processing the warranty claim. If it is determined that the system failure is due to a defective component that was manufactured by others, Romtec Utilities will direct the customer to the appropriate manufacturer for warranty service.

Influent liquid content can and does vary in most situations. From time to time, pumps will clog, or power is lost, and the pump station will fail to operate. Pumps that are clogged due to excessive debris in the influent liquid or other non-system-related power failures are not automatically warranty issues.

Romtec Utilities has not performed any type of water analysis relative to this specific project, and Romtec Utilities does not warranty the overall system design, or any individual components, including the pumps, for aspects that could not have been predicted or for information that should have been provided to Romtec Utilities before the system design was approved by the Customer. Some examples of these non-warranty issues are:

- A. Pump clogging or excessive wear due to a high concentration of solids
- B. Level control problems and/or pumping problems due to a high concentration of fats, oils, and/or grease in the influent liquid
- C. Issues with discharge when the system is attached to a preexisting force main that has not been properly maintained and/or the force main condition has not been fully documented and disclosed to Romtec Utilities prior to design approval

6. Pump Fault Issues

- A. A "Seal Fail" pump fault does not automatically constitute a warranty issue. Please note that some manufacturers do not directly warranty a "Seal Fail" without more evaluation by the manufacturer. If the "Seal Fail" is determined by the manufacturer to be a manufacturing defect, it will be covered under the manufacturer's warranty.
- B. An "Overload" pump fault is not automatically a warranty issue. If the "Overload" fault is linked to a manufacturing defect, it will be covered under the manufacturer's warranty. If the "Overload" fault is caused by a clogged pump or similar issue, it is not a warranty issue.

Labor for removal/reinstallation of a pump and freight costs of shipping a pump to a manufacturer for evaluation of any "Seal Fail" fault, "Overload" fault, or any other issue are not covered by the Romtec Utilities warranty unless otherwise specified.

7. Compliance with building codes (if a building is included with the pumping system)

- A.** This Scope of Supply and Design Submittal may contain references to various building codes applicable at the time this document was produced. Romtec Utilities' responsibility to meet the requirements contained in these codes extends only to the revisions of these codes listed in this document. Any change to the building design and/or materials, components, or products resulting from a revision of a building code occurring after this document is approved will result in a change order.
- B.** Local building departments reserve the right to modify national building codes to meet the needs of their area. There is no way for Romtec Utilities to always preemptively know what the requirements of the reviewing authority will be. Romtec Utilities has made every effort to meet local codes. It is the customer's responsibility to notify Romtec Utilities of any building codes/regulations unique to the project area that are not included in state or national codes. Failure to do so may result in a change order for changes to the plans and/or building materials.
- C.** All public spaces within the building are designed to ADA guidelines. Romtec Utilities does not evaluate ADA compliance in non-public spaces or outside of the building perimeter. The customer or owner is responsible for complying with ADA guidelines in all public spaces adjacent to the building structure.

8. No third-party claims

Under no circumstances shall Romtec Utilities be responsible or liable for any damages or other claims by any party other than claims by the Customer and/or End Owner.

9. Indemnification

The system installer agrees to release and to defend, indemnify, and hold Romtec Utilities harmless from and against any and all claims, demands, actions, and causes of action for any matters arising out of or connected with the materials whereby the installer is responsible for errors or omissions.

10. General Warranty Exceptions and Exclusions

Note that following list is not comprehensive. Additional project-specific Mechanical and Structural Disclaimers, Electrical Systems Disclaimers, and Warranty Exceptions and Exclusions may be found in other parts of the SSDS. The Romtec Utilities warranty and any related services may be withheld for the following reasons, which do not otherwise affect the Warranty Period:

- A.** The system is operated in any way other than defined by the Customer approved Romtec Utilities Scope of Supply and Design Submittal and/or the Romtec Utilities Operation & Maintenance Manual.
- B.** Romtec Utilities will not warranty a system that is being started up and tested under temporary power only, such as a generator. It is not Romtec Utilities responsibility to ensure that all incoming utilities necessary to operate the system have been installed (power, water, etc.).
- C.** The entire system is not installed
- D.** The pumping conditions during startup and testing do not match the operational pumping conditions.
- E.** The elevations, lengths, and sizes of crucial components that are manufactured and installed by others, such as the force main, were constructed differently than as specified to Romtec Utilities. In other words, if the system is designed for specific conditions such as force main discharge elevation, length, and/or size, and actual field conditions are different, Romtec Utilities may withhold service for any warranty claims.
- F.** The content of the influent liquid is not what was designed for. For example, if the system was designed for household wastewater and the actual influent liquid contains excessive fats, oils, or grease; fuel wash-down; landfill leachate; solids such as Swiffer pads or baby wipes; or any other materials not previously expressed to Romtec Utilities.
- G.** Installation should not take place based on any plan sheet that states "Not for Installation", or "For Design Review". It is the installing contractor's responsibility to ensure that the most current plans are distributed amongst their crews and subcontractors when installing the system.
- H.** Unless stated otherwise in the Purchase Order and/or SSDS, Romtec Utilities warranties primary underground structures (such as a precast vault) only if the Romtec Utilities installation advisor is present to observe and advise the installer. If Romtec Utilities chooses to grant a warranty for a structure that is installed without the presence of a Romtec Utilities installation advisor, Romtec Utilities strongly recommends that the installer thoroughly document the installation, including photo and/or video records of the process demonstrating compliance with all Romtec Utilities installation recommendations as stated in the SSDS. Romtec Utilities may require clear evidence of proper installation before honoring any warranty claims related to underground structures.
- I.** The Romtec Utilities warranty does not cover issues caused by improper operation and/or maintenance of the system by unqualified personnel. While Romtec Utilities will provide basic operation and maintenance training during system startup, Romtec Utilities is not an ongoing maintenance provider. The owner is responsible for providing qualified operation and maintenance personnel. Romtec Utilities provides technical support and troubleshooting via phone assistance to the owner's qualified on-site system operation and maintenance personnel. Romtec Utilities is not responsible for ongoing training or determining qualifications of operation and maintenance personnel, but Romtec Utilities will review and advise regarding personnel qualifications if requested.