



RED LION®

TERMS AND CONDITIONS

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THIS DOCUMENT CONTAINS RED LION® BRAND ("RED LION") STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS. THIS STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS SHALL NOT BE ALTERED OR AMENDED EXCEPT PURSUANT TO AN AUTHORIZED RED LION EXTENDED WARRANTY.

Red Lion Standard Terms & Conditions are subject to change at any time. The latest version is available at redlionproducts.com.

A. EFFECTIVE DATE AND NO AGREEMENT OR AMENDMENTS

This document and its provisions are effective as of September 01, 2019 and valid until further written notice from Red Lion. This document and its provisions shall supersede any and all pre-existing sales policies, terms and conditions, and standard limited warranties issued by Red Lion, whether in writing or orally. This document does not reflect an offer or an agreement to sell Red Lion products to any person or entity and should not be construed as such.

B. GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS

RED LION OBJECTS TO, AND SHALL NOT BE BOUND BY, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, WHETHER PRINTED OR OTHERWISE AND REGARDLESS OF WHETHER SUCH ADDITIONAL TERMS OR CONDITIONS ARE IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER COMMUNICATION FROM PURCHASER TO RED LION. The terms and conditions appearing in this agreement together with Red Lion's standard or custom product specifications (if applicable), constitute the entire agreement between Red Lion and Purchaser. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Red Lion to the extent they differ from, modify, add to or detract from this agreement shall not be binding upon Red Lion. There are no other agreements, promises or understandings, either verbal or written, which are not fully expressed in this agreement. No statements, recommendations or assistance by either party have been relied upon by either party or shall constitute a waiver by either party of any of the provisions hereof. This agreement may be amended or altered only if agreed to in writing, signed by the party against which any such amendment or alteration is asserted.

a. Acceptance and Payment

Red Lion reserves the right to reject and refuse to process a purchase order for any reason whatsoever. If a Purchase Order (PO) or a line item contained in a PO is cancelled by the Purchaser after PO acceptance by Red Lion, Red Lion reserves the right to apply cancellation charges of up to fifty percent (50%) of the PO price of the cancelled item(s).

The due date of payment shall be measured from the invoice date. Terms are net thirty (30) days from date of invoice of each shipment, unless otherwise stated. Any portion of the purchase price which is not paid in accordance with applicable payment terms shall accrue interest at a rate equal to one and one-half percent (1 ½%) per month or the highest rate allowed by law, plus any attorney fees and other costs associated with collections. Red Lion shall apply payments received against outstanding invoices and/or interest charges at its discretion.

b. Prices and Taxes

All prices and discounts are subject to change by Red Lion, with or without prior notice. Prices and discounts applicable to unshipped quantities of existing purchase orders, as well as to new purchase orders, shall be those in effect at the time of shipment.

A representation by Purchaser of facts, upon which Red Lion relies in basing applicable discount or term of sale, shall be taken as a representation that such facts are true; and Red Lion shall have the right to revise any price or discount, including products already shipped, invoiced, or paid, should such representations be untrue.

All prices are net of, and do not include, any federal, state, or local income, property, sales, use, excise, value-added, or other taxes, all of which shall be the responsibility of, and paid by, Purchaser.

c. Quotations

No price quotations for Red Lion products shall be binding on Red Lion unless confirmed in writing by Red Lion. Prices so quoted will be binding on Red Lion for ninety (90) days from the date of the price quotation unless noted in the quotation by Red Lion. Price quotations do not include accessories or components not supplied by Red Lion. Clerical errors on any price quotations are subject to correction by Red Lion. Quotations are subject to change by Red Lion with notice to Purchaser.



d. Delivery

Shipments may be made by common carrier, unless otherwise specified. Special arrangements, such as air freight, parcel shipment, overnight delivery and special packaging requirements must be specifically requested by Purchaser and, unless agreed to in writing by Red Lion, will be at Purchaser's expense.

Any dates or schedules specified for the delivery of goods covered hereby are approximate only and are based upon then existing conditions and/or conditions reasonably anticipated through each shipping date. In addition to the limitation on damages described herein, Red Lion shall not, under any circumstances be liable for any loss, cost, expense, delay, damage, inconvenience, or consequential damages for failure (however caused) to meet a specific shipping date, or for any delay, loss, or damage in transit, or due to the unavailability of sufficient products to fill a purchase order. Red Lion reserves the right to allocate available inventories among its customers, including Purchaser, in the event that such inventories are inadequate to meet demand.

Red Lion will deliver product in accordance with the terms and requirements of Incoterms 2010 FCA shipping point unless alternative terms are agreed to in writing. Title to the product shipped shall pass to Purchaser when Red Lion delivers such goods (i) to the carrier for delivery to Purchaser or (ii) to the dock for export shipments to Purchaser, and all risks of damage, loss, or delay shall thereupon pass to Purchaser. Red Lion shall promptly, after shipment, notify Purchaser that the goods have been delivered to the carrier or to the dock and shall furnish Purchaser with all documents, if any that are required to enable Purchaser to obtain possession of the product.

C. STANDARD LIMITED WARRANTY

THIS WARRANTY SETS FORTH THE BRAND'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT.

Red Lion warrants that the products accompanied by this warranty are free from defects in materials or workmanship of Red Lion that exist at the time of sale by Red Lion and which occur or exist within the applicable warranty period. Any distributor, sub-distributor, recipient, end-user and/or consumer agrees that by accepting the receipt of the products, the distributor, sub-distributor, recipient, end user and/or consumer expressly agrees to be bound by the terms of this warranty.

I. Applicable Warranty Period.

The products accompanied by this warranty shall be covered by this Limited Warranty for the period stated in the product's owner's manual from the date of original purchase by the consumer. In the absence of suitable proof of purchase date, the warranty period of this product will begin to run on the product's date of manufacture.

II. Instructions Applicable to this Limited Warranty

1. Consumers wishing to submit a warranty claim must return the products accompanied by this warranty to the point of purchase for warranty consideration, with the exception of products that have been in contact with sewage or effluent; in which case consumer must contact Technical Service for further instructions.
2. Upon discovery of a defect, any personal injury, property damage or any other type of resulting damage, if applicable, shall be reasonably mitigated to the extent possible.
3. At its discretion, Red Lion may inspect products either at its facilities or in the field, and after determination of a warranty claim, will, at its option, repair or replace defective parts. Repaired or replaced parts will be returned freight prepaid by Red Lion.
4. This warranty does not cover any labor or shipping charges. Red Lion shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or for any tools, supplies, or equipment needed to install, repair, or remove any product.

III. Limitations Applicable to this Limited Warranty

THIS WARRANTY DOES NOT APPLY TO ANY OF THE FOLLOWING:

1. Brushes, impeller, or cam on models with brush-type motors and/or flex-vane impellers.
2. Any product that is not installed, applied, maintained, and used in accordance with Red Lion's published instructions, applicable codes, applicable ordinances and/or with generally accepted industry standards.



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3. Any product that has been subject to misuse, misapplication, neglect, alteration, accident, abuse, tampering, acts of God (including lightning), acts of terrorism, acts of war, fire, improper storage or installation, improper use, improper maintenance or repair, damage or casualty, or to an excess of the recommended maximums as set forth in the product instructions.
4. Any product that is operated with any accessory, equipment, component, or part not specifically approved by Red Lion.
5. Use of replacement parts not sold by Red Lion, the unauthorized addition of non-Red Lion products to other Red Lion products, and the unauthorized alteration of Red Lion products.
6. Products damaged by normal wear and tear, normal maintenance services and the parts used in connection with such service, or any other conditions beyond the control of Red Lion.
7. Any product that has been used for purposes other than those for which it was designed and manufactured.
8. Any use of the product where installation instructions and/or instructions for use were not followed.
9. Products connected to voltage other than indicated on nameplate.
10. Products where the pump was exposed to any of the following: sand, gravel, cement, grease, plaster, mud, tar, driveway sealants, hydrocarbons, hydrocarbon derivatives (oil, gasoline, solvents, etc.) or other abrasive or corrosive substances.
11. Products in which the pump has been used for liquids above room temperature (75° F, 23° C) unless otherwise specified in the Owner's Manual.
12. Products in which the pump has been used to pump or circulate anything other than fresh water unless otherwise specified in the Owner's Manual.
13. Products in which the pump was allowed to operate dry (fluid supply cut off).
14. Products in which the sealed motor housing has been opened or the product has been otherwise dismantled by customer.
15. Products in which the cord has been cut to a length of less than three feet.

Red Lion reserves the right at any time, and from time to time, to make changes in the design and/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured and/or previously sold. Red Lion further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty.

This written Limited Warranty is the entire warranty authorized and offered by Red Lion. There are no warranties or representations beyond those expressed in this document.

THIS WARRANTY AND REMEDY IS IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED AND EXPRESSLY EXCLUDED. CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME AS SET FORTH ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITY OF RED LION TO THE PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE.

RED LION SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO:

DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF USE OF EQUIPMENT, FACILITIES OR SERVICE, LOSS OF PROFIT OR SALES, COST OF PURCHASES OR REPLACEMENT GOODS, CLAIMS OF CUSTOMERS OF THE PURCHASER, FAILURE TO WARN AND/OR INSTRUCT, LOSS OF OTHER PRODUCTS, OR COSTS OF ENVIRONMENTAL REMEDIATION, OR DIMINUTION IN PROPERTY VALUE. THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF RED LION SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED. DAMAGES AS SET FORTH IN THIS PARAGRAPH SHALL BE REASONABLY MITIGATED TO THE EXTENT POSSIBLE. THIS PARAGRAPH SHALL ALSO APPLY TO ALL DAMAGES RESULTING FROM CONDITIONS SET FORTH IN SECTION III ABOVE AND (1) DEFECTS IN PRODUCT PROTOTYPES OR REPLACEMENT PART PROTOTYPES THAT HAVE NOT BEEN PUT INTO PRODUCTION, CIRCULATED AND SOLD BY THE BRAND, AND/OR (2) DEFECTS THAT WERE NOT FOUND AT THE TIME OF SALE DUE TO SCIENTIFIC AND TECHNOLOGICAL REASONS.

This Limited Warranty gives you specific legal rights. You may have other rights, which vary according to the applicable laws and regulations. Where any term of this warranty is prohibited by such laws, it shall be null and void, but the remainder of this warranty shall remain in full force and effect.

DISCLAIMER: Any oral statements about the product made by the seller, Red Lion, the representatives or any other parties, do not constitute warranties, shall not be relied upon by the user, and are not part of the contract for sale. Seller's and Red Lion's only obligation, and buyer's only remedy, shall be the replacement and/or repair by Red Lion of the product as described above. Before using, the user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith.

**D. MISCELLANEOUS****a. Compliance with Laws, Ordinances and Regulations**

Red Lion shall use reasonable efforts to cause the products to comply with federal safety, health and environmental regulations and insurance codes. However, Red Lion shall not be responsible for compliance of the products with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the products are to be used, unless such responsibility shall be expressly assumed by Red Lion in writing.

b. Change of Design

Red Lion shall be entitled to make any and all changes in details of design, construction or arrangement of the product as Red Lion in its sole discretion determines will constitute an improvement upon the product or any specifications or designs previously furnished to the Purchaser.

c. Litte Giant Remedies

In addition to and notwithstanding any other remedy to which Red Lion may be entitled by law, in the event of Purchaser's breach of its obligations hereunder, or if Purchaser should cancel a purchase order, in whole or in part, or refuse to accept the products shipped hereunder, or wrongfully rejects or revokes its acceptance of products shipped that conform to a purchase order, Purchaser shall pay for, and Red Lion shall be entitled to recover from Purchaser, all special engineering, design, tooling, manufacturing, storage, or transportation costs incurred in connection with Red Lion's performance of the purchase order.

d. Infringement

With respect to Red Lion's own standard designs and specifications, or specialty products which Red Lion has engineered and designed, Red Lion shall defend, indemnify and hold Purchaser harmless from and against any loss, damage, cost or expense arising out of any third-party claims for patent or trademark infringement relating to such products, so long as Purchaser promptly notifies Red Lion in writing of any such claim and gives Red Lion such authority, information and assistance as Red Lion may request in connection with the defense thereof.

Purchaser shall defend, indemnify and hold Red Lion harmless from and against any loss, damage, costs or expenses arising out of any claims of patent or trademark infringement relating to products manufactured by Red Lion in accordance with any designs or specifications furnished by Purchaser.

e. Special Tooling

Any special tools, dies, jigs, molds, or other equipment manufactured or purchased by Red Lion, regardless of whether included as part of Red Lion's pricing, shall remain Red Lion's exclusive property.

f. Confidentiality

All commercial, financial or technical information furnished by Red Lion shall be considered confidential and Purchaser shall not disclose any such information to any other person or use such information itself for any purpose other than the re-sale or the intended use of the products. This Section shall apply to drawings, specifications or other documents prepared by Red Lion. Unless otherwise agreed in writing, no information disclosed in any manner or at any time by Purchaser to Red Lion shall be deemed secret or confidential, and Purchaser shall have no rights against Red Lion with respect thereto, except such rights as may exist under applicable patent laws.

g. Independent Contractors

Red Lion and Purchaser are independent contractors and neither has the authority to assume or to create any obligation on behalf of or in the name of the other.

h. Set Off

Red Lion shall be entitled to set off any amount or apply any sum due from Purchaser to Red Lion or any other affiliated company of Red Lion.



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i. Force Majeure

Red Lion shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the reasonable control of Red Lion. Red Lion shall not be responsible or liable for any delays or failures to deliver or to perform its contractual responsibilities if due to causes beyond its reasonable control or the reasonable control of its suppliers, or due to acts of God, acts of civil or military authority, judicial action, fires, strikes, floods, wars, transportation delays, or inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. In the event of such a condition or circumstance, Red Lion shall have the right, at its option, to cancel any purchase orders or any part thereof without any resulting liability.

j. Applicable Law

The terms and conditions expressed herein shall be construed and its performance governed by the internal laws (as opposed to conflicts of law provisions) of the State of Indiana.

k. Headings

All headings or captions used herein are for convenience of reference only and shall not limit or define these terms and conditions.

l. Interpretation

Whenever the term “include” or “including” is used in this document or any document referenced in this document, it shall mean “including, without limitation,” (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words “hereof”, “herein” and “hereunder” and words of similar import refer to this document and any document referenced in this document as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa.

Every effort has been made to ensure the accuracy of the information provided in this statement and in the Owner's Manuals. Red Lion reserves the right to change any information contained in this material without notice. Stenographic and clerical errors are subject to correction. The most recent version of the Owner's Manual and of this Warranty Statement can be found on the website or can be obtained by contacting Technical Service.