



### LIMITED WARRANTY

# THIS LIMITED WARRANTY SETS FORTH THE BRAND'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE FRANKLINFRANKLIN FPS BRAND OF WASTERWATER PRODUCT.

Franklin Electric Co., Inc. ("Franklin") for its Franklin FPS brand of wastewater products ("Products") Franklin warrants that the Franklin Product(s)" are free from defects in materials or workmanship that exist at the time of sale or which occur or exist within the applicable warranty periods for the Product, as set forth in Section I below. This Limited Warranty extends to the original end-user purchaser in the United States. Because Franklin cannot control the quality of products sold by unauthorized sellers, this Limited Warranty applies only to Products that were purchased from Franklin or a Franklin authorized seller in the United States, unless otherwise prohibited by law. Franklin reserves the right to reject warranty claims for products purchased from unauthorized sellers, including unauthorized Internet sites.

### I. Applicable Limited Warranty Periods

The Products covered by this Limited Warranty are for the warranty period stated in the specific product listing on franklin-electric.com at an item level number from the date of purchase by the original purchaser or the date of delivery (if later than the date of purchase). To navigate to the warranty duration, please go to the appropriate product series and then to the item number towards the bottom of the webpage. The warranty duration is listed under the "Other" section of the listing. If you are unable to locate this information, or otherwise have questions about the warranty duration applicable to your Product, please contact Technical Service.

#### II. Instructions Applicable to Making a Limited Warranty Claim

- Consumers wishing to submit a warranty claim who purchased in a brick-and-mortar selling location or a retailer's e-commerce website should make a claim to the retailer from whom they purchased, as Franklin's authorized sellers are responsible for providing warranty service to end users, with the exception of Products that have been in contact with sewage or effluent; in which case the consumer must contact Technical Service for further instructions.
- 2. Upon discovery of an alleged defect, any personal injury, property damage or any other type of resulting damage from a Product, if applicable, shall be reasonably mitigated to the extent possible.
- 3. Please note that Franklin or its authorized sellers may inspect Products either at its facilities or in the field. If Franklin or its authorized seller requests that you send the Product to it for inspection, you will be responsible for the shipping costs.
- 4. For Products covered by this Limited Warranty, Franklin or its authorized seller will replace the Product or the Product's defective part(s). Replaced parts or the Product will be returned to you and you may be responsible for the return shipping costs. If a Product replacement is required under this Warranty and the Product is no longer available, you will be provided with a comparable Product as the remedy.
- 5. This Limited Warranty does not cover any labor charges or normal maintenance services and the parts used in connection with such service. Franklin 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 except in connection with providing the required remedy under this Limited Warranty.





#### III. Limitations Applicable to This Limited Warranty

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS DUE 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 Franklin's published instructions, applicable codes, applicable ordinances and/or with generally accepted industry standards.

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. Products damaged by normal wear and tear or damage caused by normal maintenance services.

5. Products connected to voltage other than indicated on nameplate.

6. 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.

7. 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.

8. 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.

9. Products in which the pump was allowed to operate dry (fluid supply cut off).

- 10. Products in which the sealed motor housing has been opened or the Product has been otherwise dismantled by customer.
- 11. Products in which the cord has been cut to a length of less than three feet.

Franklin 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. Franklin 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 Franklin. There are no warranties or representations beyond those expressed in this document.

THIS LIMITED WARRANTY AND REMEDY IS IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ARE LIMITED IN DURATION TO THE APPLICABLE DURATION SET FORTH IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. CORRECTION OF NON- CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME AS SET FORTH ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITY OF FRANKLIN TO THE PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE.





## FRANKLIN 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; COSTS OF ENVIRONMENTAL REMEDIATION; OR DIMINUTION IN PROPERTY VALUE. THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF FRANKLIN 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. **Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.** 

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

Any oral statements about the Product made by the seller, Franklin, its 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.

If you have any questions about whether a seller is authorized, contact us through the Support section of the website franklinwater.com

Every effort has been made to ensure the accuracy of the information provided in this statement and in the Owner's Manuals. Franklin 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.

Last updated: February 3, 2025