

## LIMITED TWO YEAR WARRANTY

### (APPLICABLE ONLY TO CERTAIN COMPONENTS OF PRO FLO® TREATMENT SYSTEMS)

This Limited Two Year Warranty (hereinafter the "Components Warranty") applies only to the aerator, pump(s), floats and control panel which are installed by Hill Country Concrete Products, Inc. ("HCCP") in Pro Flo® Aerobic Treatment Systems (hereinafter "Components"). This Components Warranty does NOT apply to any other products purchased from or manufactured by HCCP. All other express and/or implied warranties of whatever nature are hereby disclaimed including any express or implied warranty of merchantability or that any item is fit for a particular purpose or that any Pro Flo Aerobic Treatment System or the Components will produce any given level or quality of treated effluent. NO EMPLOYEE OR AGENT OF HCCP HAS ANY AUTHORITY TO MODIFY ANYTHING SET FORTH HEREIN IN ANY MANNER.

**COMPONENTS WARRANTY:** Subject to the above and to the "Conditions Precedent" below, HCCP warrants to the end consumer of the Components that should a material defect in the materials or workmanship of any of the Components arise on or before the second anniversary ("Expiration Date") of the date HCCP delivers the Components to HCCP's direct installer customer, HCCP shall, at HCCP's absolute and sole discretion, repair or replace any defective Component (f.o.b. HCCP's principal place of business). HCCP shall have no other obligation or liability whatsoever under this Components Warranty.

**CONDITIONS PRECEDENT:** The Components Warranty applies if, and only if, ALL of the following conditions precedent are met:

1. The Components must have been installed by HCCP and must NEVER have been removed, worked on or altered in any way by any party other than HCCP or a licensed Texas Aerobic OSSF Maintenance Provider (i.e. – not a homeowner even if authorized to maintain his/her own OSSF system);
2. All scheduled maintenance items per the Owner's Manual must have been timely completed and contemporaneously recorded in writing by the authorized service provider;
3. Any defective Component(s) must be delivered to HCCP within 30 days of discovery of the defect;
4. The Components MUST be registered with Pro Flo Aerobic Systems, LP within 60 days of the Delivery Date (see back page of the Owner's Manual); and
5. HCCP MUST HAVE ACTUALLY RECEIVED PAYMENT IN FULL FOR THE COMPONENTS.

**MISCELLANEOUS:** Without modifying any of the above, the Components Warranty DOES NOT COVER:

1. Any expense/damage for (I) shipping, labor or materials to inspect, retrieve or re-install the defective Component or its replacement; (II) labor or materials to repair any other property (real or otherwise) damaged by any defect in any Component and/or from any repair of the defective Component; and/or (III) any other consequential or indirect damages whatsoever including lost profits or loss of use.
2. Damage from accident, abuse, fire, flood, animals, insects, alteration of the Components, or acts of God.
3. Damage caused by loss of power (for any reason), freezing water, rearrangement of any plumbing or any foreign material being introduced into the system ("foreign material" means anything which the Owner's Manual states should not be introduced into any Pro Flo Aerobic Treatment System and/or tampons, feminine pads, condoms, non-biodegradable substances, chemicals, cooking oils and/or greases).
4. Damages resulting from application or installation of parts or accessories not approved by HCCP.
5. Any damage or personal injury from the failure of any Pro Flo Treatment System to produce a certain quality of effluent or from a person's or property's exposure to sewage, effluent or any chemical (including Chlorine or bleach) used in or emanating from any Pro Flo Treatment System or HCCP Tank.

This Components Warranty shall not apply to any replacement Components or repaired Components delivered under the Components Warranty. In no event shall HCCP be liable to any person or party for an amount in excess of what HCCP actually received for the Components. This Components Warranty does not apply to any pre-cast concrete tanks in which the Components are installed. See HCCP's Express One Year Limited Warranty set forth in HCCP's general catalog for the only warranty applicable to pre-cast concrete tanks manufactured by HCCP, a copy of which is available upon request. All other warranties, express and/or implied, as to concrete tanks manufactured or sold by HCCP are hereby disclaimed including any warranty for a particular purpose.