

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2019, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as “City,” and **Xylem**, whose principal place of business is located at 3860 Helberg Dr, Helena, Montana, 59602, hereinafter referred to as “Supplier.”

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purpose: City desires to obtain products as described in the Quotation attached as Exhibit A. The terms and conditions of the Quotation, and any promises, covenants, and warranties made in Proposal are hereby made part of this Agreement.

2. Effective Date: This Agreement is effective upon the date of its execution.

3. Payment: Upon receipt by the City of the parts in Exhibit A, the City of Missoula shall pay Supplier in accordance with the total price of One Hundred Fourteen Thousand, Nine Hundred Thirty-Four Dollars and Forty Cents (\$114,934.40). The payment shall be full compensation for pump and freight as described on attached quote.

4. Insurance and Warranties: Supplier shall provide any insurance or express warranty requirements outlined in the Request for Proposals or as stated in Supplier’s Proposal.

5. Merchantability: Supplier agrees that the products and services supplied will confirm to the specifications stated in the Supplier’s Proposal, and will function and conform to the standards of the industry.

6. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

7. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided by Exhibit A, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others.

City may terminate this Agreement at any time by giving 30 days' written notice to

Purchase Agreement: City of Missoula and Xylem Page | 2

Supplier's liaison of such termination and specifying the effective date thereof at least thirty days before the effective date of such termination. If this Agreement is terminated by City as provided herein, Supplier shall be paid for all products supplied pursuant to this Agreement until the date of termination.

Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

8. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Supplier may not subcontract or assign Supplier's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any sub-Supplier or assignee will be bound by all of the terms and conditions of this Agreement.

9. Liaison: City's designated liaison with Supplier is Pat Brook with the City of Missoula's Wastewater Division and Supplier's designated liaison with City is Dalton Oyler.

10. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

11. Venue: Any litigation arising out of the terms of this Agreement shall be conducted in the Fourth Judicial District of Montana, Missoula County. Supplier expressly consents to the jurisdiction of this Court, and agrees to this venue.

12. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF MISSOULA

SUPPLIER

By _____
Mayor John Engen

Xylem

ATTEST

Martha L. Rehbein, CMC, City Clerk

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	4	Flygt Model 3153.095 Sewage Pump <ul style="list-style-type: none"> • 6" Flange Discharge, NP435MT Impeller • 15.0HP Electric Motor, 460 Volt, 3 Phase • 50 Feet of Power Cable, FM FLS FV 	\$ 14,101.60	\$ 56,406.40
B	4	Discharge Connection 5-1/2 X 6"	1,054.40	4,217.60
C	4	Discharge Connection Hardware	304.00	1,216.00
D	4	SS Hardware Kit	44.80	179.20
E	4	Bracket, Guide Bar Upper 2" SS	168.80	675.20
F	4	SS Safety Hook Assembly	100.00	400.00
G	4	FLYGT LIFT KIT	160.00	640.00
H	1	Hook <ul style="list-style-type: none"> • Secondary option for pulling pumps. 	80.00	80.00
I	280	2" 316 SS Guide Rail. Total quantity of 280' assuming the wet well is approximately 35' deep.	19.00	5,320.00
J	4	2" x 10" Intermediate guide bar bracket.	225.00	900.00
K	1	Custom quadplex control panel. Price includes: MultiSmart pump controller, (4) Schneider VFD's, back up floats, MJK 3400 transducer, Minicas back up thermal protection, freight.	39,500.00	39,500.00
L	4	DELIVERY MOTOR FRT BR 016 PARTIAL LOAD <ul style="list-style-type: none"> • Freight of pumps to Missoula, Montana. 	700.00	2,800.00

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
M	20	Labor Standard Rate • Two days start up.	130.00/hr	2,600.00
NET SALE TOTAL				\$ 114,934.40

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

NP 3153 MT 3~ 435

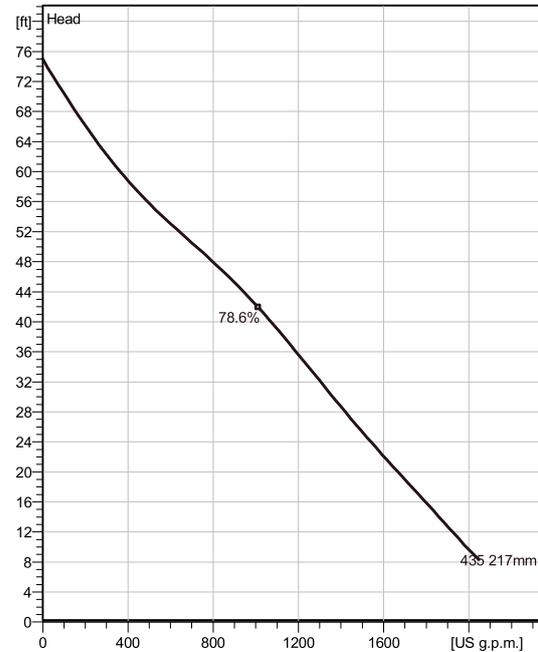
Patented self cleaning semi-open channel impeller, ideal for pumping in most waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Configuration

Motor number
N3153.095 21-15-4AA-W 15hp

Installation type
P - Semi permanent, Wet

Impeller diameter
217 mm

Discharge diameter
5 7/8 inch

Pump information

Impeller diameter
217 mm

Discharge diameter
5 7/8 inch

Inlet diameter
150 mm

Maximum operating speed
1755 rpm

Number of blades
2

Materials

Impeller
Hard-Iron

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Technical specification



Motor - General

Motor number N3153.095 21-15-4AA-W 15hp	Phases 3~	Rated speed 1755 rpm	Rated power 15 hp
Approval FM	Number of poles 4	Rated current 19 A	Stator variant 1
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1

Motor - Technical

Power factor - 1/1 Load 0.84	Motor efficiency - 1/1 Load 87.0 %	Total moment of inertia 1.73 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.78	Motor efficiency - 3/4 Load 88.5 %	Starting current, direct starting 112 A	
Power factor - 1/2 Load 0.67	Motor efficiency - 1/2 Load 88.0 %	Starting current, star-delta 37.3 A	

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Performance curve

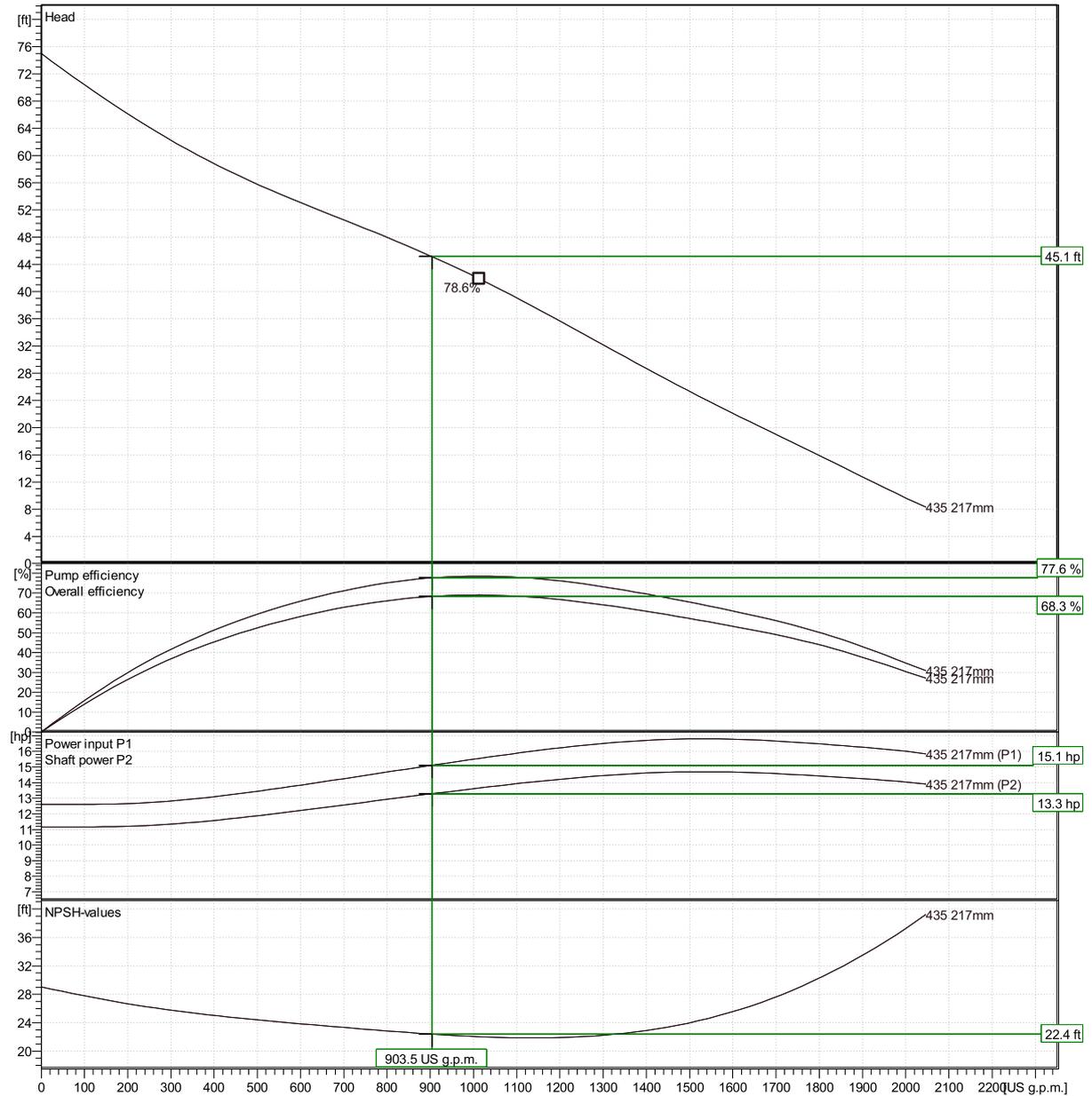


Duty point

Flow
904 US g.p.m.

Head
45.1 ft

Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



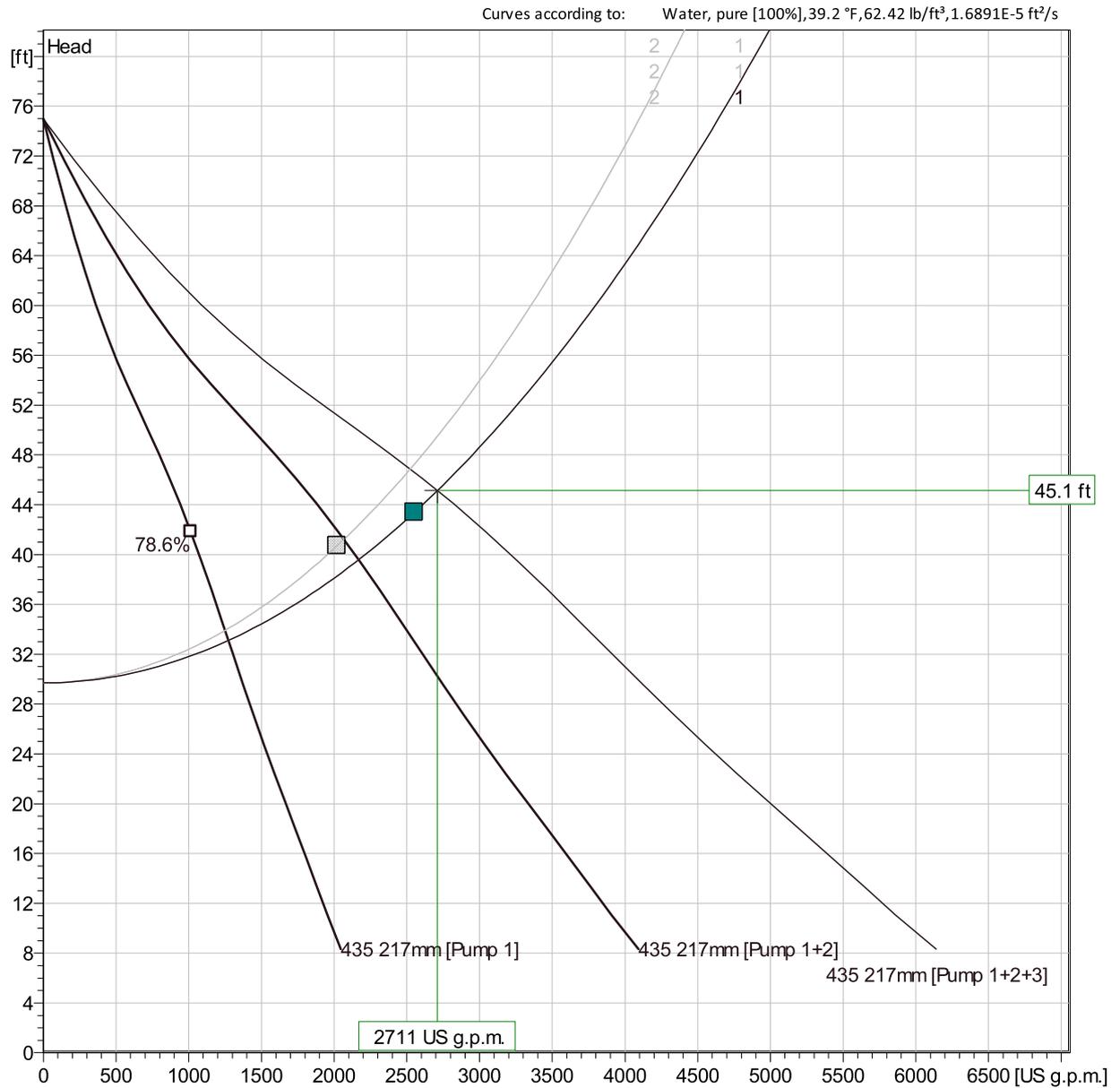
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Duty Analysis



Operating characteristics

Pumps/Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
1 / 2	1250 US g.p.m.	33.9 ft	14.3 hp	1250 US g.p.m.	33.9 ft	14.3 hp	74.8 %	163 kWh/US Mc	22 ft
3 / 1	904 US g.p.m.	45.1 ft	13.3 hp	2710 US g.p.m.	45.1 ft	39.9 hp	77.6 %	208 kWh/US Mc	22.4 ft
2 / 1	1080 US g.p.m.	39.6 ft	13.9 hp	2170 US g.p.m.	39.6 ft	27.8 hp	78.2 %	181 kWh/US Mc	21.9 ft
1 / 1	1270 US g.p.m.	33.1 ft	14.4 hp	1270 US g.p.m.	33.1 ft	14.4 hp	74.1 %	161 kWh/US Mc	22.1 ft

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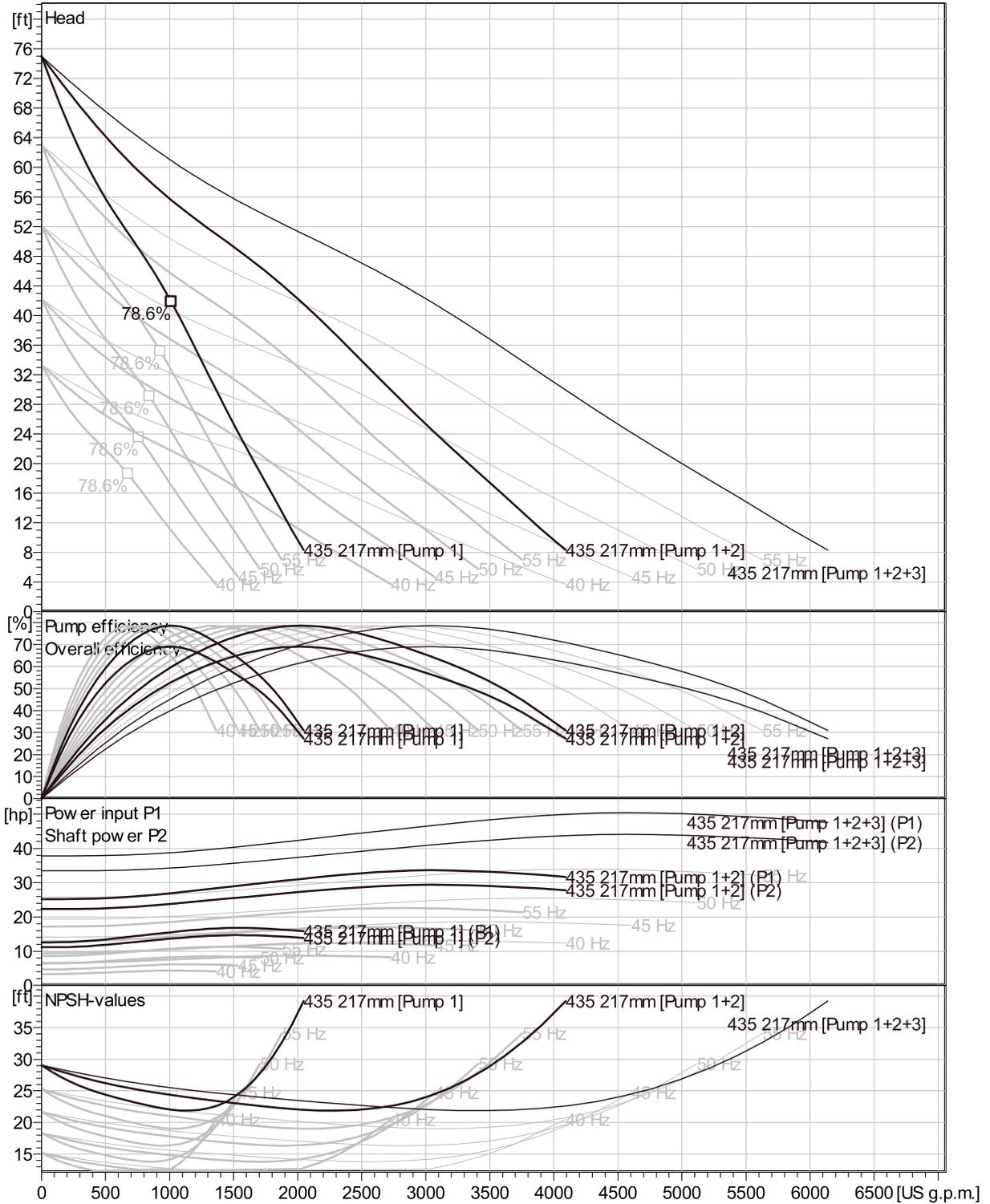
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VFD Curve



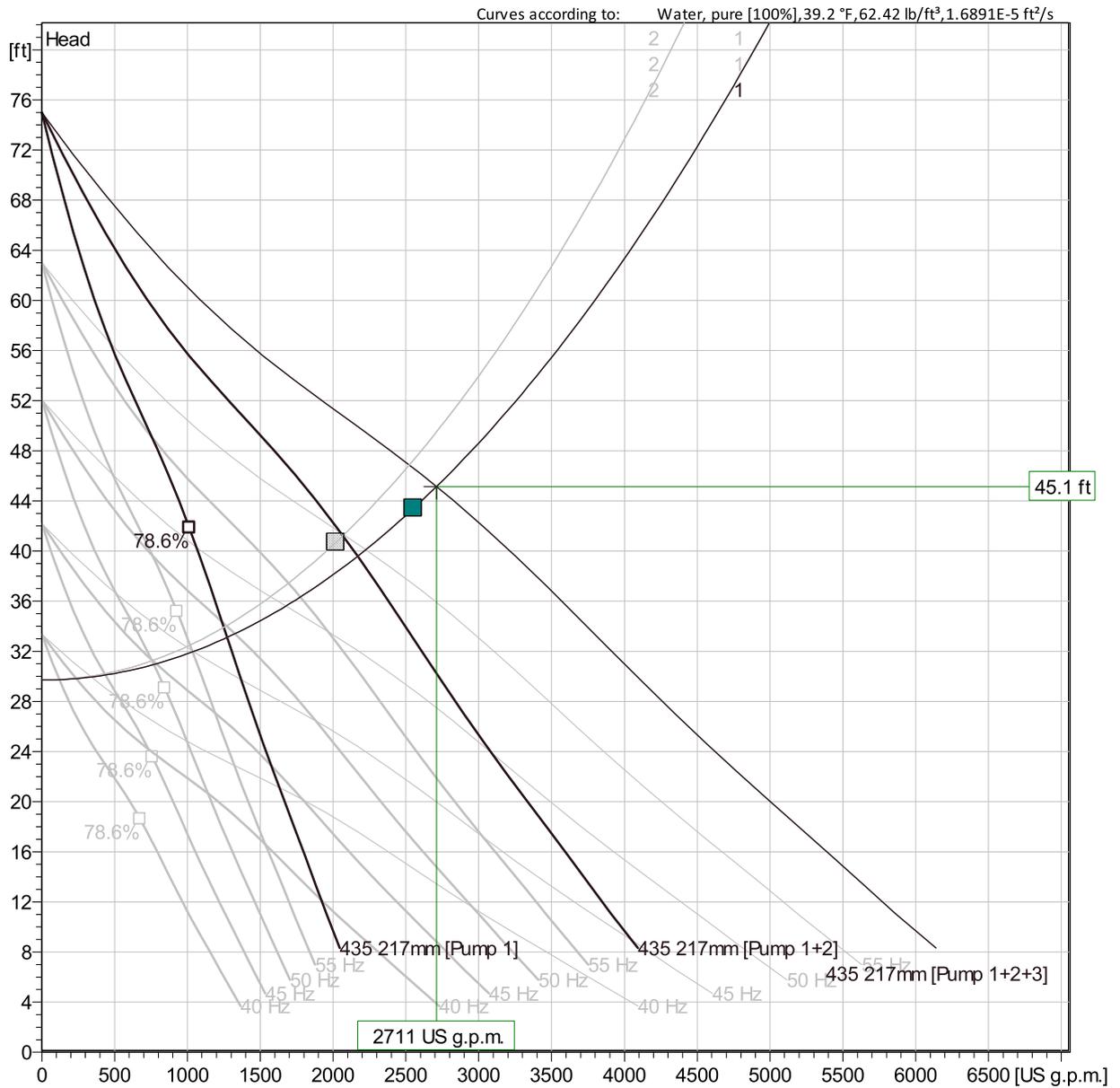
Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



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VFD Analysis



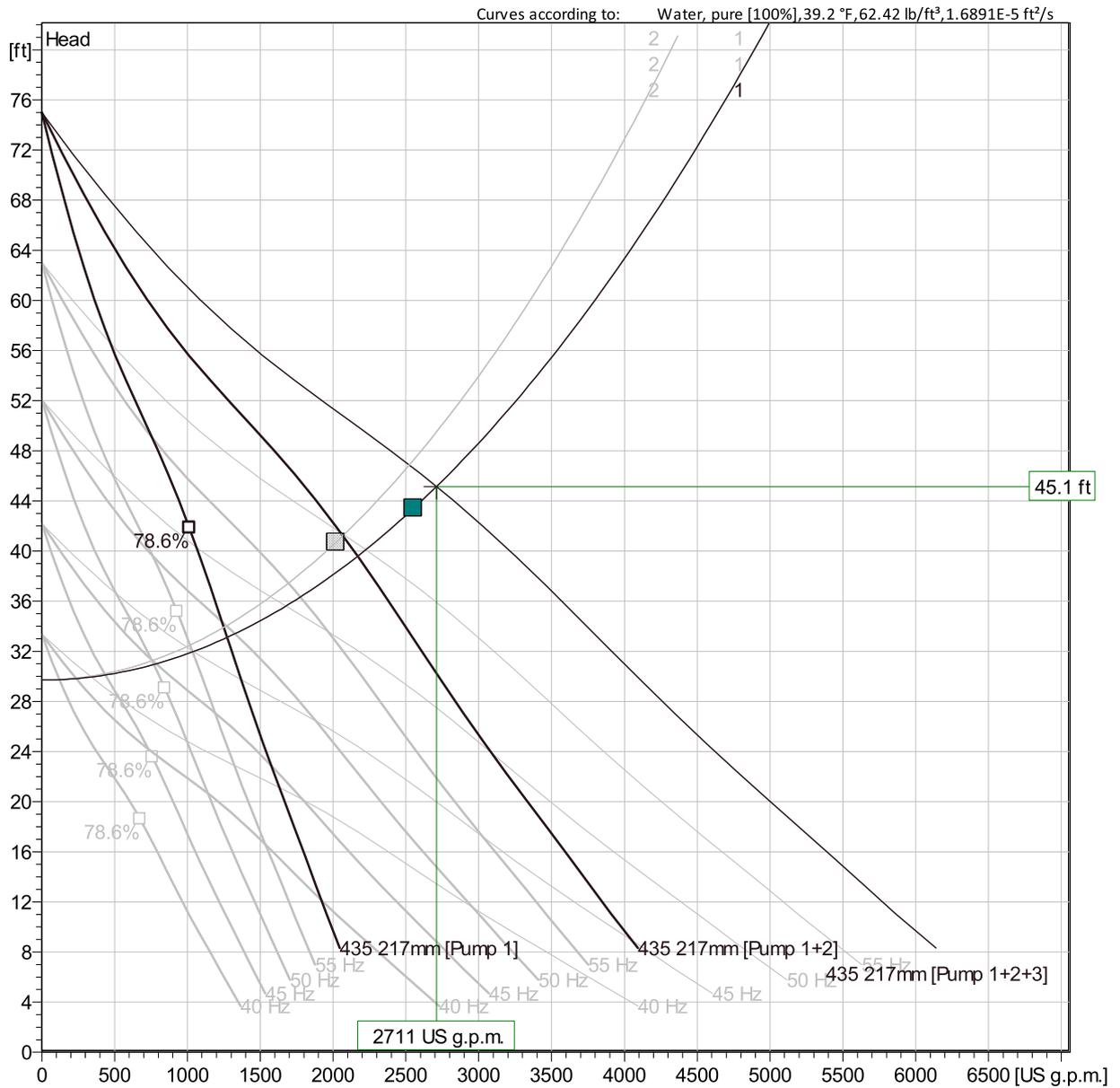
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHr
1 / 2	60 Hz	1250 US g.p.m	33.9 ft	14.3 hp	1250 US g.p.m	33.9 ft	14.3 hp	74.8 %	163 kWh/US M	22 ft
1 / 2	55 Hz	1020 US g.p.m	32.5 ft	10.8 hp	1020 US g.p.m	32.5 ft	10.8 hp	77.9 %	148 kWh/US M	19 ft
1 / 2	50 Hz	757 US g.p.m.	31.2 ft	7.7 hp	757 US g.p.m.	31.2 ft	7.7 hp	77.7 %	143 kWh/US M	16.7 ft
1 / 2	45 Hz	432 US g.p.m.	30.2 ft	5.12 hp	432 US g.p.m.	30.2 ft	5.12 hp	64.5 %	171 kWh/US M	15.1 ft
1 / 2	40 Hz	121 US g.p.m.	29.7 ft	3.32 hp	121 US g.p.m.	29.7 ft	3.32 hp	27.4 %	415 kWh/US M	14 ft
3 / 1	60 Hz	904 US g.p.m.	45.1 ft	13.3 hp	2710 US g.p.m	45.1 ft	39.9 hp	77.6 %	208 kWh/US M	22.4 ft
3 / 1	55 Hz	742 US g.p.m.	40.1 ft	9.98 hp	2220 US g.p.m	40.1 ft	29.9 hp	75.4 %	189 kWh/US M	19.8 ft

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VFD Analysis



Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
3 / 1	50 Hz	559 US g.p.m.	35.6 ft	7.22 hp	1680 US g.p.m.	35.6 ft	21.6 hp	69.8 %	182 kWh/US M	17.5 ft
3 / 1	45 Hz	347 US g.p.m.	32 ft	4.96 hp	1040 US g.p.m.	32 ft	14.9 hp	56.6 %	206 kWh/US M	15.5 ft
3 / 1	40 Hz	113 US g.p.m.	29.9 ft	3.31 hp	340 US g.p.m.	29.9 ft	9.94 hp	26 %	442 kWh/US M	14.1 ft
2 / 1	60 Hz	1080 US g.p.m.	39.6 ft	13.9 hp	2170 US g.p.m.	39.6 ft	27.8 hp	78.2 %	181 kWh/US M	21.9 ft
2 / 1	55 Hz	888 US g.p.m.	36.3 ft	10.4 hp	1780 US g.p.m.	36.3 ft	20.8 hp	78.4 %	164 kWh/US M	19.3 ft
2 / 1	50 Hz	663 US g.p.m.	33.4 ft	7.47 hp	1330 US g.p.m.	33.4 ft	14.9 hp	74.9 %	159 kWh/US M	17.1 ft
2 / 1	45 Hz	393 US g.p.m.	31 ft	5.05 hp	786 US g.p.m.	31 ft	10.1 hp	61 %	185 kWh/US M	15.3 ft

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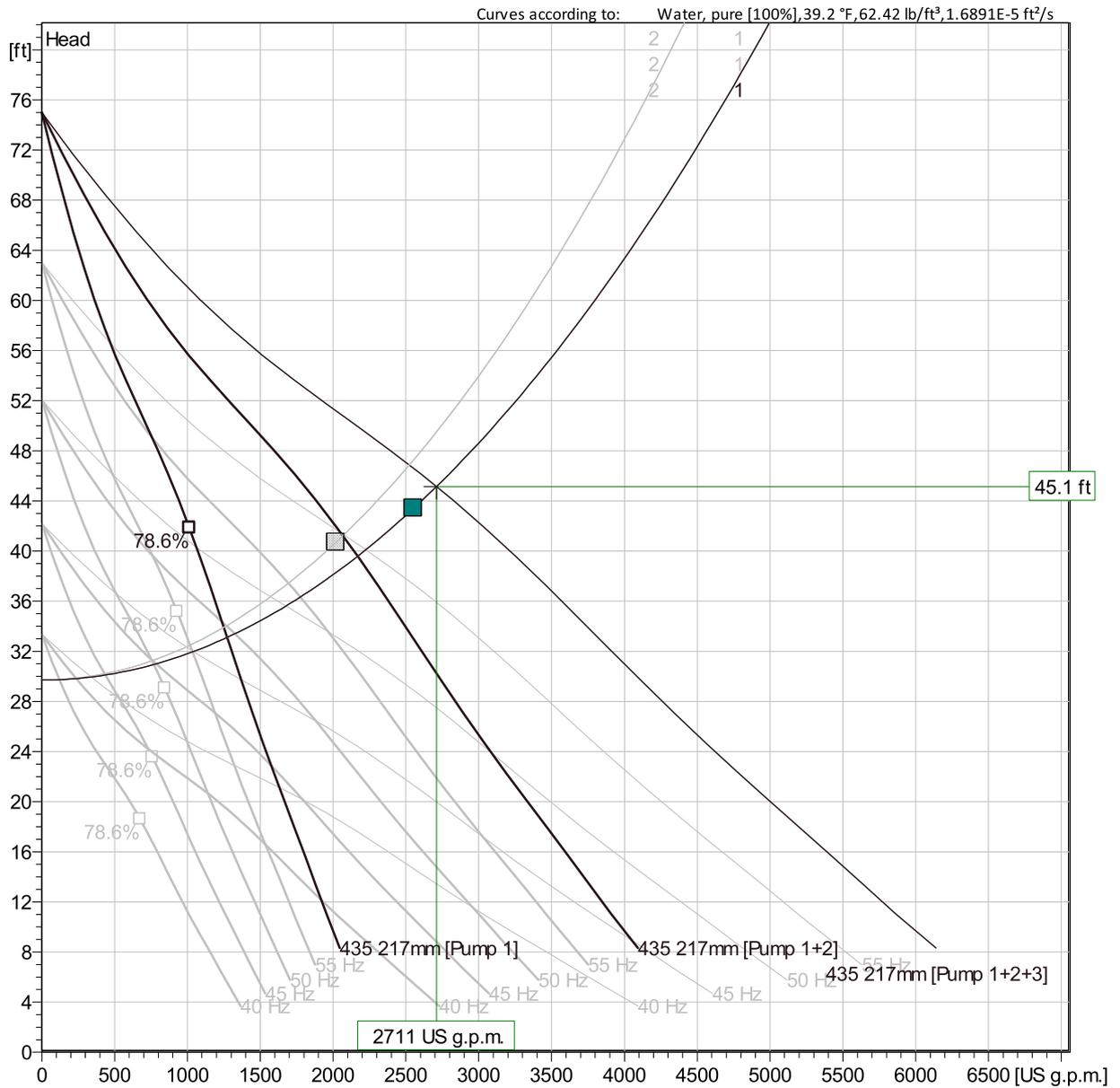
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VFD Analysis



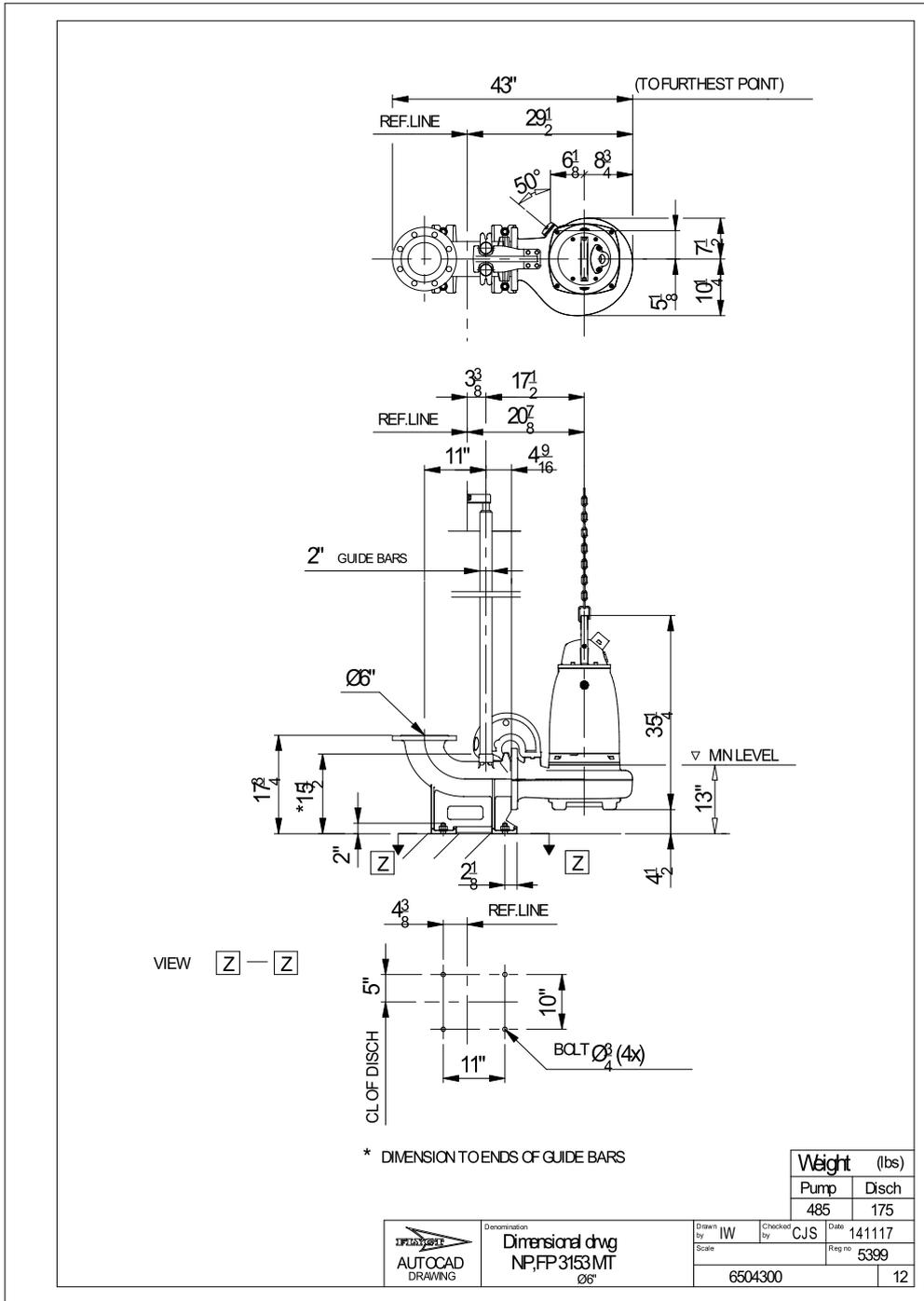
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
2 / 1	40 Hz	118 US g.p.m.	29.8 ft	3.32 hp	236 US g.p.m.	29.8 ft	6.63 hp	26.9 %	425 kWh/US M	14.1 ft
1 / 1	60 Hz	1270 US g.p.m.	33.1 ft	14.4 hp	1270 US g.p.m.	33.1 ft	14.4 hp	74.1 %	161 kWh/US M	22.1 ft
1 / 1	55 Hz	1040 US g.p.m.	32 ft	10.8 hp	1040 US g.p.m.	32 ft	10.8 hp	77.6 %	146 kWh/US M	19 ft
1 / 1	50 Hz	770 US g.p.m.	30.9 ft	7.73 hp	770 US g.p.m.	30.9 ft	7.73 hp	77.9 %	141 kWh/US M	16.7 ft
1 / 1	45 Hz	437 US g.p.m.	30.1 ft	5.13 hp	437 US g.p.m.	30.1 ft	5.13 hp	64.9 %	169 kWh/US M	15.1 ft
1 / 1	40 Hz	121 US g.p.m.	29.7 ft	3.32 hp	121 US g.p.m.	29.7 ft	3.32 hp	27.5 %	414 kWh/US M	14 ft

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Dimensional drawing



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WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate



WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	
		1-12	13-18	19-24	25-36	37-39	40-60	61-72	73-84	
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%	50%			25%				
Concertor Pumping System	6000 Series (DP)	100%	50%			25%				
	6000 Series (iPS)	100%		50% 25-48 MONTHS			25% 49-84 MONTHS			
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% 1 YR	LIMITED – 2 YEAR							
Grinder Pumps	3000 Series (MP, MF, MH)	100% - 2 YEAR (From Ship Date)			3 YR (From DOM)	DOM= Date of Manufacture				
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%								
Centrifugal Pumps	1300 Series	100% (From Ship Date)								
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)								
TOPS	Fiberglass Pump Station	100% (From Ship Date)								
Accessories	Permanent / Portable	100% (From Ship Date)								
Hydroejectors/Aerators	HE, JA	100%								
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)								
Small Pumps	3045, 3057, SX	100% (From Ship Date)								
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)								

* - Parts that fail when used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.

