

# WARRANTY BULLETIN

## SUBMERSIBLE MOTOR Five Year Limited Warranty

1. Subject to the terms and conditions stated herein, ABB Motors and Mechanical Inc. (“ABB MMI”) warrants that the Baldor-Reliance Tandem Seal Submersible Motor (“Tandem Seal Submersible Motor”) is warranted for a period of five years from date of shipment to the Original Buyer (the “Warranty Remedy Period”) to be free from defects in material and workmanship and to conform to any applicable drawings and specifications approved by ABB MMI.
2. If a nonconformity to the foregoing warranty is discovered in the Tandem Seal Submersible Motor within the Warranty Remedy Period, as specified above, under normal and proper use and provided the Tandem Seal Submersible Motor has been properly stored, installed, operated and maintained, and written notice of such nonconformity is provided to ABB MMI promptly after such discovery and within the applicable Warranty Remedy Period (and ABB MMI has been provided an opportunity to perform appropriate inspection and testing thereon) ABB will, at its option, subject to the pro-rated warranty provisions set forth below, either (a) repair or replace the nonconforming portion of the Tandem Seal Submersible Motor or, (b) refund the portion of the price applicable to the nonconforming portion of the Tandem Seal Submersible.

- **Pro-rated warranty:** The five-year warranty provided herein shall be pro-rated as follows:

Motors and/or parts (“Equipment”) that are repaired or replaced will be invoiced to Buyer at the percentage rate noted below and calculated based on purchase price of the repaired or replaced Equipment in effect at time of shipment.

<u>Months from date of shipment to Original Buyer</u>			
0-18	19-31	32-45	46-60
0%	25%	50%	75%

NOTE: Seals and bearings are considered maintenance items and ARE NOT COVERED by this 5-year limited warranty. Seals and bearings are warranted for 1 year after first put in service or 18 months from date of shipment to the Original Buyer, whichever occurs first.

If any portion of the Equipment so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB MMI

promptly after discovery and within the original Warranty Remedy Period, or thirty (30) days from completion of such repair, replacement, or re-performance, whichever is later, ABB MMI will, at its option, repair or replace such nonconforming Equipment. The original Warranty Remedy Period shall not otherwise be extended.

3. Exceptions: ABB MMI shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB MMI supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Buyer's risk and expense. ABB MMI shall have no obligation hereunder with respect to any Equipment which (a) has been improperly repaired or altered; (b) has been subjected to misuse, negligence, or accident; (c) has been used in a manner contrary to ABB MMI's instructions; (d) is comprised of materials provided by or a design specified by Buyer; or (e) has failed as a result of ordinary wear and tear.
4. The Tandem Seal Submersible Motor has a double seal with a moisture detection system. The Warranty Remedy Period for the outer seal shall be 1 year from the date first put in service or 18 months from date of shipment to the Original Buyer, whichever occurs first, and shall cover the cost of repair or replacement of the outer seal only, at ABB MMI's discretion. In the event of nonconformity of the inner seal and the moisture detection system is connected, ABB MMI shall be responsible for repair or replacement of the outer seal only. All other labor and material costs shall be borne by the Buyer.

In the event the moisture detection system is not connected, the Warranty is void.

In applications involving continuous in air submersible motors, the outer seal must be run in a wet condition.

5. The Tandem Seal Submersible Motor has motor winding thermostats. The thermostats must be connected per local, state, and/or the National Electric Code.

In the event the motor winding thermostats are not properly connected, the Warranty is void.

6. Equipment destined for long term storage must be stored in accordance with ABB MMI storage and service guidelines. Any damage to the Equipment due to improper storage or storage that is not in compliance with ABB MMI storage and service guidelines shall void any warranty.
7. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE BUYER'S EXCLUSIVE REMEDIES AND ABB MMI'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.
8. Any information and/or recommendations provided by ABB MMI are provided in good faith. Buyer acknowledges and agrees that it shall not rely on any recommendations or other statements provided by or on behalf of ABB MMI regarding suitability of ABB MMI Equipment or products including, but not limited to, any Equipment or product literature or other communication, including any information on ABB MMI's website. ABB MMI makes no representation, warranty or guarantee, express or implied, that any results described herein will be achieved during end-use condition, or as to the effectiveness or safety of any design

or application incorporating ABB MMI's Equipment or products. Any and all users shall be responsible for determining whether ABB MMI Equipment or products are suitable for their intended purposes through end-user testing and/or analysis. Nothing in any other document or statement, written or verbal, shall be deemed to amend or waive any of these warranty provisions unless agreed upon in writing by an authorized representative of ABB MMI.

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