KWCS

KEMPER WATER CONTROL SYSTEMS

SPECIAL LIMITED WARRANTY AND DISCLAIMER

KEMPER WATER CONTROL SYSTEMS, INC. ("Kemper") extends the following limited warranty to the original user ("Customer") of Kemper products ("Products") to the extent that

(i) "Valves", defined as metal cast portion of the Products not including electronic or moving parts or water restricting or other components, shall, when delivered, substantially comply with the Product descriptions specifically agreed upon in writing and not show material manufacturing defects for five (5) years after the Product has been delivered and that

(ii) all other components not covered under (i) shall be free of material manufacturing defects for one (1) year after said Products have been delivered.

EXCEPT AS SET FORTH ABOVE, KMEPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS OR THE MERCHANTABILITY, QUALITY OR WORKMANSHIP THEREOF. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON KEMPER'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. EXCEPT AS OTHERWISE AGREED HEREIN, NEITHER KEMPER NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR PRODUCTS, LOSS OF PROFIT OR REVENUE, OF CAPITAL, OR CLAIMS RESULTING FROM CONTRACTS AND/OR AGREEMENTS BETWEEN CUSTOMER, ITS CUSTOMERS AND/OR SUPPLIERS. WITHOUT LIMITING THE FOREGOING, KEMPER SHALL NOT BE LIABLE FOR ANY SOFTWARE OR RELATED EQUIPMENT ALLEGEDLY CAUSED TO A SYSTEM OR OTHERWISE. KEMPER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MONIES PAID TO KEMPER FOR THAT DEFECTIVE PRODUCT.

Any claim regarding any defect or inconformity under this warranty which a casual inspection would disclose must be made in writing to Kemper Water Control Systems, Inc. at Customer Services, 2378 Linwood Ave., Naples, FL 34112 within ten (10) days of the delivery. All other claims under this warranty must be made in writing within thirty (30) days after the alleged defect is discovered. All claims for warranties shall be made with a copy of the receipt showing the date of purchase and documentation about proper maintenance and shall be subject to KEMPER's reasonable determination that the Product did not meet the warranty granted hereunder and shall be fully satisfied and discharged by, at KEMPER's discretion, either (i) repairing the defective Products in conformity with the contract specifications within a reasonable period of time upon receipt of any defective Products by KEMPER or (ii) delivering a like quantity of the Products substantially meeting the contract specifications upon receipt of any defective Products by KEMPER. Any labor of KEMPER required in connection with services coinciding any

warranty claim shall be reimbursed by the customer at KEMPER's prevailing hourly rates. Shipping costs in connection with shipment of defective Products from Purchaser to KEMPER and from KEMPER to Purchaser shall be borne by Purchaser.

KEMPER shall not be liable for any claims resulting from transport, negligence, abuse, unauthorized modification of the Products, improper or faulty use outside of the envisioned environment including improper or unauthorized operation or repair of the Product, handling or improper Product application or storage causing defects, including but not limited to, damage caused by normal wear and tear, or faulty installation, misappropriation, use of acidic or abrasive cleaning materials or failure to comply with KEMPER's written operating instructions, improper function of any part or material or improper specifications supplied by Customer or improper or faulty manufacturing due to defective or improper parts, materials, designs, blueprints and specifications supplied by Customer or supplied by any third party to Customer.

KEMPER shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fires, floods, earthquakes, storms or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo, labor disputes, strikes, lockout or interruption or failure of electricity or telephone service.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.

November 2026