KWCS

KEMPER WATER CONTROL SYSTEMS

**SPECIAL LIMITED WARRANTY AND DISCLAIMER**

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

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

(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 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, KEMPER 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, EXCEPT TO THE EXTENT SUCH WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. CONSUMER ACKNOWLEDGES THAT CONSUMER 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 REQUIRED BY APPLICABLE LAW. EXCEPT AS OTHERWISE AGREED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 CONSUMER, OR ANY PERSON ASSOCIATED OR CONTRACTING WITH CONSUMER. WITHOUT LIMITING THE FOREGOING, KEMPER SHALL NOT BE LIABLE FOR ANY SOFTWARE OR RELATED EQUIPMENT DAMAGE 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

Any claim regarding any defect or nonconformity 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 warranty claims 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. Any approved warranty claim shall be fully satisfied and discharged by, at KEMPER's discretion and to the extent permitted by applicable law, 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 with any warranty claim shall be reimbursed by the Consumer at KEMPER's prevailing hourly rates, to the extent permitted by applicable law. Shipping costs in connection with shipment of defective Products from Consumer to KEMPER and from KEMPER to Consumer shall be borne by Consumer, to the extent permitted by applicable law.

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, improper handling, improper Product application or storage causing defects, normal wear and tear, faulty installation, misappropriation, use of acidic or abrasive cleaning materials, failure to comply with KEMPER's written operating instructions, improper function of any part or material, improper specifications supplied by Consumer, or improper or faulty manufacturing due to defective or improper parts, materials, designs, blueprints, or specifications supplied by Consumer or supplied by any third party to Consumer.

KEMPER shall not be liable for any failure to perform its obligations where such failure results from Acts of God, including epidemics or pandemics, fires, floods, earthquakes, storms, or other natural disasters; war, invasion, acts of foreign enemies, hostilities, whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, embargo, labor disputes, strikes, lockout, or interruption or failure of electricity, telephone or logistics and tranportation services.

Nothing in this limited warranty excludes, restricts, or modifies any rights or remedies that a consumer end user may have under applicable federal, state, or local law, and any limitation or exclusion applies only to the fullest extent permitted by law.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR 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.**

**November 2026**