



PermaNET SU Warranty Statement

July 2023

PermaNET SU is warranted by Fluid Conservation Systems, Inc (FCS) to be free from defects in materials and workmanship under normal use for a period of 3 years from the date of shipment to the original customer. This warranty is only valid if the equipment:

- i. Is properly installed and operated under conditions of normal use in accordance with FCS published instructions set forth in the manual.
- ii. Is operated in compliance with prevailing federal, state, county, and local codes; and
- iii. Is operated in accordance with standard industry practices.
- iv. Is returned where no signs of third-party repair or attempted repair have been carried out.

As the exclusive remedy for any breach of this warranty, FCS will repair, replace, or provide partial credit for the non-conforming equipment, provided that it is within the terms and conditions outlined in this warranty and is returned to FCS if requested as per the process detailed below. Following repair, replacement, or partial credit, FCS will return the equipment. Partial credit is calculated as a fraction of a new logger based on 1095 days of communication.

Provided that the conditions of this warranty are met, FCS will be responsible for freight costs associated with the return of the equipment. FCS shall have no liability for incidental, special, punitive, or consequential damages arising from any defect in or malfunction of the equipment to any party. This warranty does not cover any costs incurred for the removal or installation of equipment.

If any problems occur, notify FCS or its authorized representative, giving full details of the problem, the model, and the serial number of the equipment. You will receive technical advice and/or shipping instructions depending on the nature of the problem. Once FCS has reviewed and confirmed that the product is within warranty terms, we will contact you to confirm what action we will take to resolve the issue.

All warranty services must be performed by an authorized representative of FCS.

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO PARTIES OR AFFILIATES CAN MAKE ANY WARRANTY, PROMISES, OR REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO THE QUALITY OF THIS PRODUCT OTHER THAN WHAT IS SET FORTH HEREIN.