

# **PROGRAM DETAILS**

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## **SCT PERFORMANCE GUARANTEE FROM SEEPEX INC.**

### **Special Three-Year “Performance Guarantee” for Customers Replacing Pumps From Another Manufacturer with the new SEEPEX Smart Conveying Technology (SCT) Pumps**

#### **Eligible Customers & Products**

Customers who purchase a new SEEPEX Inc. Smart Conveying Technology Pump (“*SEEPEX SCT Pump*”) as a replacement for the customer’s existing pump made by another manufacturer are eligible for the special “*Performance Guarantee*” described herein. To be eligible, the customer must provide SEEPEX Inc. with the nameplate from the competitor’s pump which is being replaced and must disclose the location of the pump to SEEPEX Inc. To be covered under this Performance Guarantee, the new SEEPEX SCT Pump must have a data sheet with mutually agreed-upon operating conditions listed, and SEEPEX Inc. personnel must be permitted to inspect the SEEPEX SCT Pump operation periodically. SEEPEX SCT Pumps that are purchased by eligible customers and which are covered under this Performance Guarantee are referred to herein as “*Performance Guaranteed Products.*”

#### **Performance Guarantee**

Subject to the conditions and exceptions set forth below, SEEPEX Inc. offers the following Performance Guarantee to eligible customers on all Performance Guaranteed Products: ***Performance Guaranteed Products will perform to the application and specifications set forth in the applicable product data sheet for three years without failure or malfunctioning due to normal wear and tear.***

#### **Conditions to the Performance Guarantee**

The Performance Guarantee shall be void if any of the following occur:

The customer or any user:

- misuses or abuses the pump;
- runs the pump without containing sufficient liquid to lubricate the rotor and stator (dry running);
- runs the pump against a closed pipe or valve (‘dead heads’ the pump);
- operates the pump at higher than the listed operating speeds, pressures or temperatures on the original data sheet;

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- over tightens the adjustable stator, thereby increasing the allowable torque or causes excessive erosion of the rotor and stator; or
- fails to adequately lubricate the mechanical seal or mechanical packing with flushing or quenching devices designed to create a differential pressure barrier to prevent the egress of abrasives or allow crystallization of solids on the seal or packing faces and/or drive (plug-in) shaft.

The customer or any user otherwise fails to operate the pump in strict accordance with the conditions specified in the applicable data sheet and/or SEEPEX Inc. operating instructions.

Claims under this Performance Guarantee must be made within the three-year guarantee period. Claims may not be made after the expiration of the guarantee period. The guarantee period will not be extended if SEEPEX Inc. repairs or replaces the pump or any parts.

### **Exceptions to the Performance Guarantee**

This Performance Guarantee does not apply to:

Damage caused by tampering, theft, neglect, misuse, accident, fire, flood, explosion, lightning, severe weather conditions, power outages or other similar events or circumstances. Damage caused by failure to operate the pump in strict accordance with the conditions specified in the applicable data sheet and/or SEEPEX Inc. operating instructions.

### **Other Terms and Conditions**

The SEEPEX Inc. Terms & Conditions of Sale and/or Repair shall apply to all SEEPEX Inc. products and services, including without limitation, all Performance Guaranteed Products. This Performance Guarantee shall be in addition to the SEEPEX Inc. limited warranty set forth in the SEEPEX Inc. Terms & Conditions of Sale and/or Repair, but this Performance Guarantee shall not limit or supercede the other terms and provisions of the SEEPEX Inc. Terms & Conditions of Sale and/or Repair, nor limit their effect.

SEEPEX Inc. shall not be liable for any loss or damage resulting from delay and/or late delivery due to causes beyond SEEPEX Inc.'s reasonable control. In no event shall SEEPEX Inc. be liable for any claim exceeding the amount of the customer's order. SEEPEX Inc.'s guarantee on products not manufactured by SEEPEX Inc. is limited to the guarantee extended to SEEPEX Inc. by the original manufacturer (and only to the extent such manufacturer's guarantee is assignable to the end-user). On any claims for repairs and/or replacement under such guarantee, all costs incurred by SEEPEX Inc. which are not underwritten by the original manufacturer shall be for the claimant's account.

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### Customer Name and Information

The Performance Guarantee is made by SEEPEX Inc. to the end-user of the pump and is not transferrable. In order to obtain the benefits and protections of the Performance Guarantee, the customer must provide the following information to SEEPEX Inc.: (i) the end-user's name and address, (ii) the location of the pump, and (iii) the pump commission number(s). After this information has been provided and SEEPEX Inc. has confirmed that the eligible customer is entitled to the Performance Guarantee, an officer of SEEPEX Inc. will provide the customer with a certificate validating the Performance Guarantee.

### SEEPEX Inc. Contact Information

Any questions regarding this Performance Guarantee should be sent to Vice President of Administration/CFO at fharris@seepex.com or to the following address:

SEEPEX INC.  
Attn: Vice President of Administration/CFO  
511 Speedway Drive  
Enon, Ohio 45323

### Frequently Asked Questions

**Does this Performance Guarantee apply only when the progressive cavity pumps from manufacturers other than SEEPEX are replaced?**

This Performance Guarantee is extended when pumps by any other manufacturer other than SEEPEX Inc. are replaced, including centrifugal pumps, AODD pumps, gear pumps, lobe pumps and pumps of any other type. The restriction is that the SEEPEX Inc. applications engineering department must agree to the application as it is defined on the SEEPEX standard pump application data sheet. As always, and as is stated in our standard terms and conditions of sale and service, SEEPEX Inc. reserves the right to turn down any application or refuse any order from any customer.

**What if I no longer have a name plate for the pump I want to replace?**

Proof that the competitor's pump is no longer being used will suffice. That could be a photo of the pump in a "dumpster" or a receipt from a scrap yard that confirms that the pump is no longer in useable condition.

**I don't want to remove the nameplate from the installed pump until I have replaced it with the SEEPEX pump. Will I still qualify for the Performance Guarantee?**

Yes, if you send us the competitor's nameplate, the commissioning number from the SEEPEX Inc. pump along with the physical location of the pump. We will then send you a valid Performance Guarantee document.

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### Frequently Asked Questions Continued

**If I have to get replacement parts every week, will SEEPEX Inc. still send us new parts for three years?**

We hope that your usage of parts is nowhere near that often and SEEPEX Inc. has the right to have the pump returned and refund you what you paid. SEEPEX Inc. knows that our parts with the SCT should last at least 3-5 times longer than what you were getting from another pump. That means that you had to put up with repairing our competitor's pump almost daily. We really doubt that you would put up with that kind of performance for very long. We also looked at the application before we made an offer for the SCT. So we are relatively confident that we can withstand the cost of supplying replacement parts for a three year period.

**Does the Performance Guarantee include the mechanical seals, the motor and the gear reducer?**

We do not provide a Performance Guarantee for goods that are not of our manufacture that goes beyond that of the original manufacturer. So, NO, those items are not part of this Performance Guarantee.

**If this is a new installation, can I get this Performance Guarantee if I buy an SCT pump?**

No. It is only offered when a competitor's pumps are being replaced. However, you should talk with our Service Department and they will be willing to offer you a service contract where SEEPEX Inc. will maintain your pump for a defined period at a fixed price.

**Will the end-user receive the Performance Guarantee if the SCT pump is purchased through a reseller?**

Yes. The Performance Guarantee will be issued to the end-user listed on the Performance Guarantee Certificate that includes the end-user's name and address (and the other information which is required to be provided for the Performance Guarantee Certificate).

**Will a Performance Guarantee be honored if the operating conditions change during the three-year guarantee period?**

The acceptable operating conditions under which the Performance Guarantee will be honored can be altered when the new operating conditions are clearly understood and accepted by an officer of SEEPEX Inc.

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# SCT PERFORMANCE GUARANTEE CERTIFICATE

**SEEPEX.**  
**ALL THINGS FLOW** **SCT PERFORMANCE GUARANTEE CERTIFICATE FROM SEEPEX INC.**

This certifies that (customer name/location): \_\_\_\_\_

Replaced a (name of manufacturer/model): \_\_\_\_\_

With a new SEEPEX Smart Conveying Technology (SCT) progressive cavity pump, commission number(s): \_\_\_\_\_

**Performance Guarantee**  
Your SEEPEX Smart Conveying Technology pump will perform to the application and specifications set forth in the applicable product data sheet for three years from date of shipment without failure or malfunctioning due to normal wear and tear.

**Conditions to the Performance Guarantee**  
The Performance Guarantee shall be void if any of the following occur:

- ✓ Any user misuses or abuses the pump.
- ✓ Any user runs the pump dry.
- ✓ Any user 'dead heads' the pump.
- ✓ The customer or any user fails to operate the pump in strict accordance with the conditions specified in the applicable data sheet and/or SEEPEX operating instructions.

Claims under this Performance Guarantee must be made within the three-year guarantee period. Claims may not be made after the expiration of the guarantee period. The guarantee period will not be extended if SEEPEX Inc. repairs or replaces the pump or any parts.

**Exceptions to the Performance Guarantee**  
This Performance Guarantee does not apply to:

- ✓ Damage caused by tampering, theft, neglect, misuse, accident, fire, flood, explosion, lightning, severe weather conditions, power outages or other similar events or circumstances.
- ✓ Damage caused by failure to operate the pump in strict accordance with the conditions specified in the applicable data sheet and/or SEEPEX operating instructions.

**Other Terms and Conditions**  
The SEEPEX Inc. Terms & Conditions of Sale and/or Repair shall apply to all SEEPEX Inc. products and services, including without limitation, all Performance Guaranteed Products. This Performance Guarantee shall be in addition to the SEEPEX Inc. limited warranty set forth in the SEEPEX Inc. Terms & Conditions of Sale and/or Repair, but this Performance Guarantee shall not limit or supersede the other terms and provisions of the SEEPEX Inc. Terms & Conditions of Sale and/or Repair, nor limit their effect.

**Contact Information**  
Any questions regarding this Performance Guarantee should be sent to SEEPEX Inc., Attention: Vice President of Administration, 511 Speedway Drive, Enon, Ohio 45323.

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Michael L. Dillon, President, SEEPEX Inc.      Date

\* This is a limited guaranty in that specific conditions apply. Attached are the details related to the specific warranty and its limiting condition. If an additional copy of the guaranty is desired, please contact SEEPEX at the location above and ask for document "DOC XXXX.XXX.XXX" MCAP/SCT guaranty.



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