



Product Warranty

5-Year Limited Warranty

UPON RECEIPT AND CMI ENDORSEMENT OF CERTIFICATION attesting to installation in accordance with CMI requirements, CMI warrants the tank(s) identified by serial number, including non-electrical integral components thereof, toilet and urinal fixtures, and toilet chutes against defects in material and workmanship under normal use, operation and maintenance for a period of 5 years from the date of shipment. Unless the installation is certified within one year of the date of shipment, the Warranty will not be validated.

1-Year Limited Warranty

UPON RECEIPT AND CMI ENDORSEMENT OF CERTIFICATION attesting to installation in accordance with CMI requirements, CMI warrants all electrical components manufactured by CMI, identified by model number, against defects in material and workmanship under normal use, operation and maintenance for a period of one year from the date of shipment. Unless the installation is certified prior to a claim, the Warranty will not be validated. This warranty applies to those parts supplied by and bought from CMI.

Exclusions:

1. All component equipment not manufactured by CMI carries only the original manufacturer's warranty. CMI does not adopt these warranties.
2. Any repairs or replacements necessitated by failure to conform to the installation, operation and maintenance instructions described in the CMI Installation and Maintenance Manuals.
3. Any repairs or replacements necessitated by vandalism, neglect, abuse, misuse, accident, alteration or failure to adequately service the system.
4. Any repairs or alterations performed without prior approval of CMI.
5. Items which are not defective, but that must be replaced during the warranty period as a result of normal wear and tear.
6. Any repairs or replacements due to usage above manufacturer's stated annual usage capacity.

CMI's Obligation: Should CMI determine that a valid limited warranty claim has been submitted, the company shall correct the defects by suitable replacement or repair of the defective equipment at CMI discretion.

Purchaser's Obligation: Purchaser must use and maintain the system strictly in accordance with the installation, operation and maintenance instructions. Any claim under this limited warranty must be submitted in writing to CMI prior to the expiration of the warranty period and is subject to validation by CMI. Any such claim must include the tank serial number or component model number. All repairs or replacements required under this warranty will be made either locally at repair facilities designated by CMI or at CMI in Massachusetts at the sole discretion of CMI. Transportation expenses to the repair facility will be borne by the Purchaser.

Note: Warranties are not extended for replacement of components under warranty for any period in excess of the original date of the warranty of the originally purchased component. CMI neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than is expressly set forth herein.

OTHER WARRANTIES: THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY THAT THE UNIT IS MERCHANTABLE OR SUITABLE FOR THE CUSTOMER'S PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL CMI'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

Remedies: Correction and/or replacement of defective components at the option of CMI of defects for the period of time provided herein shall constitute fulfillment of all obligations of the company for damages whether based on contract, negligence or otherwise, with respect to or arising out of the sale, installation, condition or operation of the unit. The remedies provided herein shall be the customer's sole remedies for breach of any warranty.

The company shall not be liable in contract or in tort to the customer or any other person for special, indirect, or consequential damages, such as, but not limited to, damage to, loss of or loss of use of, other property or equipment, loss of profits or revenues, or claims or customers or tenants of the customer for service interruptions or losses of any kind.

This written agreement is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations. No modification of this agreement or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of CMI. This agreement and the rights and duties of the parties under this agreement shall be governed by the law of the Commonwealth of Massachusetts, CMI's principal place of business. Any action for the breach of this agreement, including warranties arising from it, must be commenced within one year after the cause of action accrues, and all actions shall be barred after such time.

Purchaser/Owner _____
 Name of Installation _____
 System(s) Purchased _____
 Design Capacity (daily or annual avg.) _____
 Compster Serial Number(s) _____
 Date of Shipment _____