



## **LIMITED WARRANTY / SERVICE AGREEMENT**

**National Water Service is comprised of three divisions:**

- 1. Water Treatment & Purification Installation & Service**
- 2. Well Pump Service & Installation (and all Well Pump related services... eg, service lines, tanks, etc)**
- 3. General Plumbing & Natural Gas or Propane Related Installation & Services**

**Below are our warranties as related to all three NWSC Divisions** (some may not apply to your application)

This Limited Warranty / Service Agreement supersedes all previous warranties & agreements regardless of date. Please be aware that any employee, agent, or representative of National Water Service and its divisions who are permitted onto the property for any reason will automatically trigger the parts of the agreements as outlined below that apply to the sale, installation, service, delivery, or job.

*Prior to any work, maintenance, installation, or service, we strongly urge all clients to be present while NWSC's technician(s) begin their work! It is at this time that client and technician(s) agree to a general layout or specifics on the job to be done. Any discrepancies should be settled before work begins because if placement is not to the liking of the client, there will be extra charges to redo the work. We also require that the work area is cleaned prior to the arrival of our technician(s). Non-compliance may result in an extra fee to move, remove, or dispose of any objects in the way of installation.*

NWSC agrees to provide client(s) with water consistent with our pre-stated commitment to resolve the specific treatment needs or well pump needs at the time of sale. NWSC is not responsible for changes in water quality or quantity, nor are we responsible for equipment damage due to storms, rain, lightning, winds, droughts, changing geological conditions, acts of God, etc. There are no other warranties, expressed or implied, and its agents and technicians are not authorized to make any such warranties on behalf of NWSC. We assume no liabilities for consequential or incidental damages of any nature or kind resulting from the use or misuse of the system. NWSC will not be held responsible for the operation or integrity of any piece of equipment previously purchased or supplied by a client which we install or service. It is the obligation and responsibility of the client or any agent acting for the client to contact NWSC to report any problems or changes with the system as well as to carry all necessary insurance in the event of any emergency or damage. All equipment provided by and installed by NWSC remains the property of NWSC until it is paid for in full. Client agrees to return any unpaid equipment in good working order to NWSC or allow NWSC technicians to enter premises and remove equipment and pay any costs in labor and materials relating to the removal of the equipment. Client shall forfeit any monies paid prior to the removal of the equipment. All disputes regarding the scope or application of this warranty, the quality of the installation, integrity of the equipment and / or any and all direct, indirect, and consequential damages shall be settled by binding arbitration at the sole discretion of NWSC and its attorneys. In the event of a breach of contract or non-payment for any work done by NWSC or its subcontractors, NWSC will be entitled to recover all costs and expenses related to the job, any accrued interest, as well as any reasonable attorneys' fees.

**Exceptions to this warranty include but are not limited to the following:**

- 1. Filtration system components (i.e. sediment filters/cartridges, UV bulbs, pistons, membranes, etc.)*
- 2. Treatment media (i.e. neutralizing media, filtration media, resins, etc.)*
- 3. Excessive/abnormal use (other than those explicitly pre-stated at the time of sale/installation).*
- 4. Changing water conditions.*
- 5. Equipment subject to neglect, tampering, alteration, abuse, accident, misuse, misapplication, fire, freezing, corrosive environments, vermin, exposure, etc.*

6. *Equipment that becomes defective as a result of corrosion or wear or due to deposits of foreign matter or substances.*
7. *Repairs or alterations performed by any person or company not authorized by NWSC.*
8. *Failure by the client or his/her agents to perform regular upkeep of the system as detailed by NWSC at the time of installation (i.e. changing sediment filters, adding softening salt, etc).*
9. *Defective materials from manufacturer or vendor.*
10. *Improper protection gear or practices when working with acids or bases.*
11. *Any piece of equipment nearing end of useful life and not replaced as recommended by our personnel as noted on any work order, phone conversation, email, text, etc.*
12. *30-day warranty on any used or refurbished piece of equipment installed by us unless otherwise indicated.*
13. *Pumps or motors of any type, size, or function.*

#### **LIMITED LIFETIME WARRANTY AND SERVICE AGREEMENT:**

NWSC offers, at its discretion, a limited lifetime warranty plan on many components of its treatment systems for a nominal annual fee. (Currently \$150.00 but is subject to reasonable increases over time.) This coverage extends the above stated terms for an additional year and may be renewed annually for as long as you own the equipment. To be eligible, the client must pay the annual fee through a service visit on or near the anniversary date of the original installation and allow NWSC to perform normal annual (or any schedule deemed appropriate within a given year) maintenance and repair service appropriate for each piece of equipment in the system. A missed year of service will void NWSC warranty but not manufacturer's warranty (if applicable). The service fee does not include the costs of the filtration or treatment media itself, any filters involved, or the cost of parts requiring replacement due to abnormal use or abuse. NWSC reserves the right to make as many visits as necessary at our expense to correct water or equipment issues prior to issuing refunds. Homeowner/Agent agrees to make available the residence or business for as many visits as necessary to correct ongoing issues. Limited Lifetime Warranty may not be available for equipment or items no longer being manufactured or available.

Our limited lifetime warranty applies only to products that are still being manufactured and available for replacement. We take great care in selecting non-proprietary water treatment, plumbing, and well pump manufacturers with strong industry reputations and long service records. However, as technology evolves, some products may be discontinued or become unavailable. In such cases, we cannot guarantee coverage for items that are no longer in production. We remain committed to providing the best possible support and will always strive to offer comparable solutions when available. Comparable solutions are not covered under the original warranty however the new product will fall under the above limited lifetime warranty.

#### **CURRENT SERVICE FEES FOR WATER TREATMENT SERVICE TRUCKS:**

***\$150.00 per hour during regular business hours Monday thru Fridays (holidays excluded).***  
***\$65.00 per hour for each additional tech on site (depending on type of work).***  
***\$275.00 Pump truck fee for first hour on weekends or 1st hour for pulling a pump 7 days a week.***  
***\$875.00 Pump Hoist Fee per day, plus labor.***  
***\$975.00 Excavator Daily fee – includes drop off and pick up of equipment.***  
***Rental Equipment will be accordingly***

#### **TERMS:**

Accounts over 30 days will incur finance charges of 2% compound interest per month. In the event of a breach of contract or non-payment for any work done by NWSC or its subcontractors, NWSC will be entitled to recover all costs and expenses related to the job, any accrued interest, as well as any reasonable attorneys' fees. Payment in full is due at time of service unless prior arrangements have been made either verbally or in writing. A \$25.00 administrative fee will be charged to invoice any unpaid service or installation ticket(s). Accounting reserves the right to bill or refund for any errors in pricing made by its technicians.

#### **SUBCONTRACTOR AGREEMENT:**

Occasionally, NWSC must contract subcontractors to perform or finish various tasks, e.g. drillers, painters, carpet

installers, cleaners, carpenters, drywall professionals etc. These contractors are hired outside of any contract made between NWSC and will be billed extra along with any necessary markup. Additionally, no sub-contractor will be permitted to work for a NWSC client directly or indirectly without the expressed written consent for a period of one year of job completion from the President of NWSC.

#### **POLICY ON LEAKING FITTINGS, PARTS, ETC:**

Our technicians regularly work on hardware that hasn't been serviced or touched in years. This includes housings, valves, fittings, handles, and thousands of other devices. Plumbing equipment that does not get much use is subject to rust, dry rot, cracking, peeling, and a myriad of other issues that occur from sedentary deterioration. NWSC or its technicians will not be responsible for any item(s) that breaks or leaks as a result of this. If we can fix it, we'll give it a try, but some things will break regardless of who touches it after a period. It's the nature of plumbing.... It doesn't leak until it does!

#### **LANDSCAPING:**

NWSC often uses heavy equipment (pump trucks, cranes, backhoes, etc.) to replace well pumps, install new wiring, and trenching equipment to run new service lines. We sometimes use outside contractors to hand dig so that the job is neater and requires fewer landscaping repairs when we are finished. No matter what machinery we use, there are often ruts in the yard, uneven ground, trees or bushes cut down or trimmed, etc. We are not responsible for any yard or driveway damages of any kind related to the work we do. It will be up to each homeowner to repair their own property or hire the proper personnel to do so. If we hire any contractors for such work, we are happy to do so and a proper markup will be added to the final bill. There are also additional fees for the use of some of our equipment or any equipment we rent to complete a job. These costs will also be passed on appropriately.

#### **STUCK PUMPS, COLLAPSED WELLS, DRY WELLS:**

Well pumps can become wedged in a well for many reasons - geological shifting, excessive dirt & mud, improper taping of wire to vertical pipe, and numerous other reasons. We often have no idea why a pump becomes stuck because there is no way to get it out. If this happens, we can occasionally put a new pump on top if there is enough water supply.

- Although 99% of wells will never experience a collapse, they can and do occur around the world. There is no way to predict any of this and if it happens, drilling a new well is almost always the answer.
- Wells can go dry. This is especially true during long droughts. It can also happen if a new well is drilled nearby, if a small earthquake occurs, heavy machinery is working nearby, or a host of other reasons. Normally though, a well doesn't go completely dry and still produces some water. In that case, the best way to avoid drilling an expensive well is to install storage tanks that fill slowly.

NWSC is not responsible for stuck well pumps regardless of circumstances, and any extra labor involved in extracting a pump from a hole will be billed above and beyond the original estimate. This may include the rental fee of a well camera as well as any outside contractor and their equipment needed to extract the pump or consult on options.

#### **PUMPS / WIRE / PIPE / CONTROLS:**

- Well pumps fail for many reasons including age, wear & tear, electrical anomalies, storms, bad wiring, old controls, severe iron or sediment buildup, and a host of other reasons. Most professional grade pumps have 5 year warranties though not all cover "acts of god" like lightning strikes or pump damage from storms.
- Although UF and Submersible wires can last decades, sometimes we recommend replacing wires due to the high likelihood of eventual failure. Sometimes wire breaks occur inside of the insulation and remain invisible to the naked eye. This can be exacerbated during the pump pulling process. Sometimes there are tiny rubs that miss visual inspection and may cause the wire to fail soon after the pump is installed. NWSC will not be held not responsible for any wire breaks before, during, or after a well pump is removed from a well. If you need a guarantee against such an event, we recommend replacing the well pump wire every time a pump is replaced.
- Well pipe can be made of Polyethylene (coil pipe), PVC, Galvanized, Copper, Polybutylene, and other materials. Industry standards today is Poly, PVC, and galvanized. This pipe normally lasts decades but can be affected by many outside forces such as rock, freezing, improper installation, defective manufacturing process, and other reasons. We cannot predict what conditions are underground and so we do not warranty any well pipe regardless of circumstances.

#### **PUMP INSTALLATIONS:**

All pump installations are expected to be paid in full at the end of the job and pumps, caps, wire, pipe are not the property of the homeowner until full payment is made. The signature on the work order is also an authorization for NWSC personnel to come onto the property and repossess the pump at any time of day or night, with or without authorization of the property owner. All fees related to the repossession will be billed as well as any further work to re-install the pump at a later date. The exception to this clause is anyone with Home Warranty Protection assuming we are paid in full within a reasonable time frame (determined by us).

### **CHANGING WATER CONDITIONS:**

The water systems, well pump systems, & plumbing systems that we install are based on conditions from the original sales appointment. If any condition changes at any time after the sale, it will be regarded as a new problem and not part of the original sale. Any such condition changes will likely lead to additional work needing to be done at whatever cost is required. It is also possible that fixing one problem leads to another problem which would have been invisible or impossible to predict from the outset. Although we are not responsible for these types of issues, we will be happy to work with clients to fully resolve all problems.

### **WALL LEAK REPAIRS:**

We are called regularly to repair leaking foundation walls. Please note that when a foundation wall penetration springs a leak, it is almost always a failure of the outside seal of that wall, a foundation crack or some other unnamed reason. These can happen at any time but are more prone to occur after heavy rains, with a sump pump constantly discharging directly above, or a broken pipe. Although we are very successful at patching these leaks from the inside, we offer no warranties whatsoever on the repairs as the outside forces against the wall might be stronger than the patch. The only guarantee we can make when repairing a leaking wall is by excavating from the outside and re-drilling a new hole and patching the old one.

**\*\*\* NOTE:** There are outside options available to you using professional foundation wall specialists for any wall repair but beware as they can get expensive and, in our experience, will often try to sell you work above and beyond the actual repair.

### **LIFETIME WARRANTY PUMPS AND TANKS:**

NWSC carries a line of lifetime warranty pumps and pressure tanks. Exceptions to this warranty include excessive use, misuse, or failure due to foreign buildup or corrosion. Additionally, the warranty only covers the Pump or Tank and not the associated pipe, wires, manifolds, tees, and any other piece connected to the appliance. This warranty does not cover the Labor or misc parts used to replace the appliance. Lifetime warranty pumps and tanks are also not valid for commercial and rental properties. We reserve the right to examine and determine all failures on a case-by-case basis. Our diagnosis will be the final word as to whether the equipment failed prematurely for natural reasons and any such failures will be covered by our Lifetime Warranty with no questions asked.

Thank you for your business!

