



**DELTA TREATMENT SYSTEMS, LLC (“DELTA”)
DELTA TWO (2) YEAR ECOPOD® SERIES MATERIALS AND WORKMANSHIP LIMITED WARRANTY**

- (a) This limited warranty is extended to the end user of a Delta ECOPOD® Delta Whitewater and Delta EnviroAire Series Advanced Wastewater Treatment System (the “Delta Product”). A Delta System manufactured by Delta, when installed and operated in accordance with Delta’s installation instructions and local regulation by a licensed installer, is warranted to you: (i) against defective materials and workmanship for two (2) years after installation. Delta will, at its option, (i) repair the defective System or (ii) replace the defective materials. This Warranty does not cover any damage caused by flooding, abuse, unauthorized disassembly, improper wiring or overload protection. This Warrants does not cover any of the house wiring, plumbing, drainage or disposal systems.
- (b) In order to exercise your warranty rights, you must notify Delta in writing at its corporate headquarters in Walker, Louisiana within fifteen (15) days of the alleged defect. Delta reserves the right to inspect the item to confirm that it is defective.
- (c) YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE SPECIFIED IN SUBPARAGRAPH (a) ABOVE. DELTA SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
- (d) THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY DELTA AND SUPERSEDES ANY PRIOR, CONTRARY, ADDITIONAL, OR SUBSEQUENT REPRESENTATIONS, WHETHER ORAL OR WRITTEN. DELTA DISCLAIMS AND EXCLUDES TO THE GREATEST EXTENT ALLOWED BY LAW ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FINESSE FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO PERSON (INCLUDING ANY EMPLOYEE, AGENT, DEALER, OR REPRESENTATIVE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THIS SYSTEM, EXCEPT TO REFER YOU TO THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE, BUT ONLY A WARRANTY TO REPAIR OR REPLACE DEFECTIVE COMPONENTS.
- (e) YOU MAY ASSIGN THIS LIMITED WARRANTY TO A SUBSEQUENT PURCHASER OF YOUR HOME.
- (f) NO REPRESENTATIVE OF DELTA HAS THE AUTHORITY TO CHANGE THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER, OR TO EXTEND THIS LIMITED WARRANTY BEYOND THE STATED TWO (2) YEAR TERM.
- (g) NO WARRANTY OF ANY KIND IS MADE WITH REGARD TO ANY SYSTEM, COMPONENTS, DEVICES, MEDIA OR TREATMENT UNITS WHICH ARE MANUFACTURED BY OTHERS AND ARE INSTALLED IN CONNECTION WITH THE DELTA SYSTEM. USE OF THESE PRODUCTS ARE AT YOUR OWN RISK.

CONDITIONS AND EXCLUSIONS

There are certain conditions or applications over which Delta has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Delta and are NOT covered under this warranty. They include failure to install the Delta System in accordance with instructions or applicable regulatory requirements or guidance and altering the Delta Product contrary to the installation instructions.