



All **Kirkmayer**® Commercial Water Electrolyzers carry the Standard Water Industry Limited Factory Warranty for water treatment, water purification and beverage bottling equipment of one (1) year on the cell or 5,000 hours whichever comes first.

Generator Components: **Kirkmayer**® provides a one (1) year warranty on all system generator components parts from date of delivery against failures which occur from which they were intended to be used during normal use due to defects in materials and workmanship. The cell membrane is considered a “General Component” and subject to a one (1) year warranty part.



Optional Cell Warranty: For those who are wanting a system generator to operate under more extreme conditions of 12-24 hours per day of continuous operational use, should select the “**Optional Double Anode Coating**” which provides for a two (2) year cell warranty or 10,000 hours whichever comes first excluding cell membrane. The double anode coating provides the cell with ultimate wear protection during long periods of continuous use.

For warranty validation, the buyer must:

- a. Must not break or tamper with Cell Seal unless provided written approval to do so as it will invalidate any warranty claim.
- b. Provide a Pressurized Incoming Water System Valve with the Water Flow Rate prescribed for the particular model of the **Kirkmayer**® commercial water electrolyzer.
- c. Install a Pressure Regulator to maintain the water pressure at the setting prescribed for the particular model of **Kirkmayer**® commercial water electrolyzer.
- d. Install a Dedicated Sediment Filtration System in the Incoming Feed Water Line to the electrolyzer. Depending on the contents of the Incoming Feed Water, a 20-micron sediment cartridge should be sufficient.
- e. Install a Reverse Osmosis (RO) System or Water Softener in the Feed Water Line to minimize the build-up of scale on the electrodes in the water cell.

The warranty shall not apply if:

- a. The **Kirkmayer**® Unit has been used for purposes other than normal business purposes of producing Anolyte and / or Catholyte for water sanitation
- b. The **Kirkmayer**® Unit has been improperly stored, handled or maintained

- c. The purchaser has altered the **Kirkmayer®** Unit without consent of the seller of **Kirkmayer®**
- d. Damage caused by the negligence of purchaser (including its personnel) or the failure of the purchaser to comply with the written instructions of **Kirkmayer®** to include:
 - Failures that result from accidents, misuse, abuse, neglect, mishandling, improper installation, improper operation or maintenance, modification, improper voltage supply, power line surge, freezing, corrosion or scaling due to excessive hardness minerals in the feed water.

What to do to do in order to secure warranty coverage and report a claim:

1. Contact your **Kirkmayer®** Sales Representative or the **Kirkmayer®** warranty department noted below immediately and report the claim in writing, providing the model and serial number. Provide as much detail as possible about the issue and note your contact information: name, telephone, email, and best time to contact.
2. **DO NOT ATTEMPT SELF REPAIR WITHOUT WRITTEN AUTHORIZATION from Kirkmayer®.**
3. Take and provide pictures of the issue causing the problem and any warranty part(s) that may require replacing.
4. Take and provide pictures of the PLC Screen denoting the issue causing the problem.
5. Await further instructions from **Kirkmayer®** or its sales representative.

Warranty claims:

a. Save as otherwise set out herein, Company warrants that:

- (i) all electrolytic cells manufactured by the Company and supplied to the Buyer by or on behalf of the Company, will be free from material defects in workmanship and materials on the date of their first shipment from the Company for a period of 24 months from such date. All warranty conditions will lapse if the cell is returned without the security seal (equipped with a unique code);
- (ii) all other components not covered by the warranty at clause (a) (i) above and supplied to the Buyer by or on behalf of the Company, will be free from material defects in workmanship and materials on the date of their first shipment from the Company for a period of 12 months from such date.

b. Subject to clause (c) below, if:

- (i) the Buyer gives notice in writing to the Company during the relevant warranty period set out at clause (a) within twenty days, from receipt of the goods, of discovery that some or all of the products do not comply with the warranty set out in clause (a), or within 6 months in the case of hidden faults;
- (ii) the Company is given a reasonable opportunity of examining such products;
- (iii) the Buyer (if asked to do so by the Company) returns such products to the Company's place of business at the Buyer's cost. The Buyer shall contact the Company for a Return Material Authorization (RMA) number prior to returning any products to the Company; and

(iv) proof of purchase is provided (where requested by the Company) the Company shall, at its option, repair or replace any product (with new or reconditioned products) not operating as warranted with a similar or functionally equivalent product or refund the price of the defective products in full. Where the Company supplies the Buyer with products manufactured by third parties, the Company will use commercially reasonable efforts to pass on to the Buyer the benefit of any warranty issued by the third-party manufacturer.

c. The Company shall not be liable for products' failure to comply with the warranty set out in clause (a) in any of the following events:

- (i) the Buyer makes any further use of such products after giving notice in accordance with clause (b);
- (ii) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;
- (iii) the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
- (iv) the Buyer alters or repairs such products without the written consent of the Company.
- (v) the defect arises because of fair wear and tear, improper use, willful damage, negligence, or abnormal storage or working conditions; or
- (vi) the products differ from their description because of changes made to ensure they comply with applicable statutory or regulatory requirements and the Company reserves the right to charge reasonable fees for examining and testing products for which no defect can be found and/or where the Company is not responsible for the defect.

d. Any products replaced or repaired by the Company carry either a 90-day limited warranty commencing on the date of delivery of the repaired or replaced product or the remainder of the initial warranty, whichever is longer. Products returned to the Company should have any Buyer-installed accessories or add-on components removed prior to returning the product. The Company is not responsible for these items if they are returned with the product.

e. The Buyer is responsible for all shipping charges.

f. If the product does not operate as warranted above, the Buyer's sole remedy shall be the repair or replacement of the product in question or refund the price of the defective products in full, at the Company's option. The foregoing warranties and remedies are exclusive and are in lieu of all other warranties or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions of merchantability and fitness for a particular purpose. The Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance or use of its products.

g. Where products that are no longer covered by the warranty set out at clause (a) above is returned to the Company for repair, the Company warrants that such products once repaired will be free from material defects in workmanship and materials for ninety (90) days from the date of return shipment from the Company.

- h. If a Company product requires service outside of the warranty period it should be returned using the RMA procedure.** The company will examine and test the product to determine the fault and the required remedy; a charge may be made if the product is found not to be faulty. A quotation will be supplied for the necessary repair. In the event that the cost of repair exceeds 60% of the cost of a new product, the product will be deemed "beyond economic repair" and a quotation will be supplied for the replacement of the defective product with a replacement product. The Company will use commercially reasonable efforts to support the products throughout their design life in respect of repair, maintenance, and replacement of the specified product. This period will be no less than 5 years from the date of the first delivery of product to the Buyer.



Your Leader in On-Site HOCl Hypochlorous Acid Generators

KIRKMAYER is a leading global provider of electrochemically activated solution (ECA) generators, delivering first-rate HOCl systems. Our mission is to design and build electrolytic cells that are more reliable, efficient, and durable than conventional ECA and HOCl generators available on the market today.



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