

## **Blue Heron Warranty, Terms and Conditions**

By allowing Blue Heron Water Treatment and Well Service to provide services in exchange for financial remuneration you “the customer” expressly agree to the following terms, conditions and warranty representations.

Blue Heron Water Treatment and Well Service LLC (BHWTWS) provides a 60-day warranty on workmanship performed by BHWTWS employees. The 60-day period begins on the day of service rendered. In the event there is a workmanship concern the customer must give written notification to BHWTWS stating the nature of the concern with supporting documentation: Invoice, photos of the work in question, serial numbers and any other supporting documentation regarding the issue. This information must be submitted you via e mail to [blueheron@blueheronwater/warranty.com](mailto:blueheron@blueheronwater/warranty.com). If we deem the concern valid, BHWTWS will, at our expense rectify the specific concern presented by the customer. We reserve the right to reject customer contentions regarding workmanship without further recourse for the customer.

Blue Heron Water Treatment and Well Service will only cover workmanship issues resulting from:

- Loose manually made electrical connections; loose manually “made” plumbing connections resulting in leakage; loose fasteners such as screws and wall anchors.

BHWTWS is not responsible for any cracks to housings or plumbing fittings that may occur in filter housings, water treatment cannisters or water treatment control heads during the replacement of, or work performed on, filters, O-rings, seals, re-bedding of media, flushing of well tanks or resetting of timers.

Well seals and well cap complete assemblies are often degraded. BHWTWS is not responsible for damage to a well cap or seal components resulting from removal of a well cap or seal necessary to perform work.

BHWTWS is given express authority by the customer to work on customers equipment and property without recourse for any damages that may occur during the provision of service to the customer.

BHWTWS is not responsible for damage to property during work required to replace or repair any portion of a well pumping system. Including water treatment equipment. This applies to underground landscape lighting, irrigation and sprinkler systems, curbs, lawns, shrubs, trees, ornamental sculptures, sidewalks, driveways, and paved or landscaped areas of any type, existing well system equipment, household goods, flooring, entry doors, third party proprietary equipment and any other property of the customer.

BHWTWS is not responsible for leakage of any sort through foundation walls or footers resulting from penetrations required for well water systems to enter the envelope of a structure. Ie: water and electrical lines.

BHWTWS Will provide an insurance certification on request from the customer.

BHWTWS does not cover defects in manufactured parts, including, and not limited to, the following:

Mechanical seals, O-rings, bushings, Teflon tape, electrical tape, thermal splice kits, shark bit and other compression fittings piping, galvanized pipe, stainless steel pipe, pitless adapters, well caps, wire nuts, capacitors, steel casing, control boxes, variable speed controllers, sealants, wire of any type, pumps, well tanks, pressure switches, pressure relief valves, gauges, clamps, torque boots RO system components, filters and any other manufactured product that may or may not be covered by a manufacturer's warranty.

All work is performed COD. Cash, Check or major credit card (Visa and MasterCard). Bank fees apply to returned checks with insufficient funds. By agreeing to allow BHWTWS to provide workmanship and product, customer expressly agrees to NOT reverse a credit card charge for any reason.

By allowing BHWTWS to provide services and in the event there is a dispute regarding BHWTWS services rendered, the customer agrees to third party arbitration at the customers expense. Further agreeing to pay all BHWTWS costs associated with such arbitration.

Unless otherwise negotiated, all service is provided and billed on a time and materials basis.

BHWTWS will not install customer supplied materials.

Contractual work requires a deposit of 50% at least five days in advanced of the scheduled work. With the balance to be paid COD on completion of the work.

BHWTWS may, at our discretion, reschedule contractual work without penalty or cancellation of contracted work.

Mechanical pumps and well tanks are covered by the manufacture for defect. Please reference the manufacturer's warranty information on their specific web site. In the event there is a warranty claim on a pump or tank, the customer may, at their discretion, contract with BHWTWS to repair or replace the part in question. The customer agrees to pay for both labor and materials for such work and pursue the manufacturer for financial compensation per the warranty. BHWTWS will provide supporting documentation, at our discretion, regarding the cause of pump or tank failure in support of a customer claim on the manufacturer. All parts used and all labor are billed time and material for warranty work and payable COD. If the manufacturer requests return of the part in question for review and determination regarding the warranty claim, the customer is fully responsible for the shipping of product.

Customer agrees to maintain a file of all relevant serial numbers and part numbers for pumps and tanks installed by BHWTWS for use in potential insurance and warranty claims. BHWTWS will not record this information for the customer.

BHWTWS does not work with “home warranty service companies” (such as American Home Shield) in receipt of money for services rendered by BHWTWS.

BHWTWS will provide, at its discretion, supporting documentation for system components failure to the customers primary home insurer for homeowner insurance claims.

All conditions and terms apply. By allowing BHWTWS to perform work on behalf of the you (“the customer”) the warranty, terms and conditions enumerated are expressly agreed. Furthermore, by allowing BHWTWS to perform work on behalf of you (“the customer”) you expressly acknowledge that you have been informed of the terms enumerated and asked to read this warranty, terms and conditions document. Agreeing without prejudice to the warranty, terms and conditions as written.

