

PEACE OF MIND  
FOR ALL YOUR VOYAGES AHEAD



LIMITED  
WARRANTY





# PHIBER<sup>®</sup>

## DOCUMENTATION

OEM CATALOG LIST  
& INTRODUCTORY SYSTEM PRICING

BASIS MARCH 1, 2025

# CONFIDENTIAL

All information presented within this document should be considered proprietary and confidential.

PHIBER Systems are not available for direct retail sale, and only available for purchase from authorized agents.

Authorized agents may only purchase OEM PHIBER Products from PHIBER Systems LLC.

All prices are in US dollars, and subject to change without notice.

Any pricing in this document is subject to the Terms and Conditions within the Authorized Agent's Contract.

Conditions of Sale, Contract Status, and Quantity may affect pricing as shown.

See the Terms and Conditions for MAP, MRP, MSRP, and IMSRP policy.

Purchase orders will only be accepted under the contract to which they are beholden.

Warranty Terms and Conditions are available on the website [WWW.PHIBERSYSTEMS.COM](http://WWW.PHIBERSYSTEMS.COM)

US PATENTS PENDING



Full details on all things PHIBER,  
including FLUSH-O-PEDIA, ABYC Standards, Flushing regulations by State, and more!

# WARRANTY POLICY

## 1. INTRODUCTION

The Limited Warranty Policy of PHIBER Systems LLC (Supplier) outlines our commitment to providing quality products/services and the Terms & Conditions under which warranties are offered to our customers. This Policy aims to build trust with our customers and clarify the terms of our warranty programs. This warranty does not cover third party equipment, hardware or software even if installed, connected or loaded into and/or onto the Product if outside the components included in the Product scope of supply.

The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from deficiencies in the system caused by poor installation practices or failure to adhere to standards and practices outlined in ABYC Standards or other professional standards organizations, as performed by the Purchaser or a third party.

The End User and Installer are required to ensure full compliance with all applicable industry safety standards, including but not limited to ABYC Standards, OSHA regulations, and any other relevant local, state, or federal safety guidelines. Failure to comply with these safety standards will void the warranty and may result in potential legal liability.

Should the Products warranty be exercised, PHIBER Systems' sole obligation shall be limited to, at PHIBER Systems' discretion, repairing or replacing PHIBER System components. No oral or written information or advice given by PHIBER Systems, its employees, agents, or representatives shall create a warranty or in any way increase the scope of this warranty.

**THE FOREGOING EXPRESS WARRANTY CONSTITUTES SUPPLIER'S SOLE WARRANTY OBLIGATION, AND SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SUPPLIER OR NOT), AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THIS WRITTEN CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTY TERMS, AND NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, SHALL HAVE ANY FORCE OR EFFECT.**

**WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SUPPLIER AND WAIVED BY PURCHASER/INSTALLER/END USER. IN NO EVENT SHALL PHIBER SYSTEMS, LLC. BE LIABLE FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY OR OTHER OBLIGATION ARISING OUT OF THE SALE OF THE PRODUCTS, OR FROM THE USE OF THE PRODUCTS OR ANY INABILITY TO USE THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 2. PURPOSE

### The PHIBER Limited Warranty Policy:

- Defines the limited warranty coverage provided by PHIBER Systems.
- Specifies the terms and conditions under which warranties are applicable.
- Outlines the procedures for customers to claim warranty benefits.

### 3. DEFINITIONS

- **WARRANTY:** A written assurance that our products will be free from defects or perform as specified for a specified period.
- **SUPPLIER:** PHIBER Systems, LLC
- **PURCHASER:** An entity or person who has a contract with PHIBER Systems, LLC to sell PHIBER Systems products.
- **INSTALLER:** An entity or person who is authorized by contract with PHIBER Systems, LLC or the Purchaser to install PHIBER Systems Products.
- **END USER:** Owner of application PHIBER Systems products have been installed on or sold to.

### 4. WARRANTY COVERAGE

PHIBER Systems warrants, unless otherwise agreed to in writing between PHIBER Systems, LLC and Purchaser, for a period of two years from PHIBER Systems' delivery of such Products, the Products shall be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification sheet of the Product.

**The warranty specifically covers the following PHIBER Systems products and components:**

- All hardware components manufactured by PHIBER Systems, LLC.
- Integrated system components as specified in the original product documentation.
- Software components directly developed and distributed by PHIBER Systems, LLC.

**Exclusions from warranty coverage include:**

- Consumable parts
- Damage caused by improper installation/use or normal wear and tear
- Products modified without PHIBER Systems' written authorization

**Proper Product Usage Guidelines:**

- Always refer to the PHIBER Systems Documentation for specific installation and operational instructions.
- Ensure the product is used within its specified environmental and operational parameters and designed functional limits.
- Perform regular maintenance/inspection as recommended in the user manual.
- Do not modify, alter, or attempt unauthorized repairs on the product.
- Use the product only for its intended purpose and application.
- Protect the product from extreme temperatures, moisture, and physical damage.
- Follow all safety instructions provided in the product documentation.



The End User must maintain comprehensive records of all maintenance, repairs, and service performed on the product, including dates, nature of service, and performing technician. Failure to maintain such records may invalidate warranty coverage. This warranty does not cover defects or failure caused by improper handling, storage, installation, maintenance, repair or any modification, misconnection, abuse, abnormal use of such Products or use not complying with PHIBER Systems' user manual provisions.

The Installer is liable for proper installation of the System. If the PHIBER System is not installed properly, then the installer bears direct responsibility for damage to any system that occurs as a result. This warranty covers parts and labor only, or otherwise as defined in a commercial agreement/purchase order, and/or PHIBER Systems LLC proposal / quotation, and normal reasonable shipping charges of repaired or replacement items from PHIBER Systems LLC facility to the customer (hereinafter the "Customer", "Buyer", "Owner", or "End User" where applicable), provided that such Product has been sent to PHIBER System's facilities in accordance with the policy of PHIBER Systems LLC. The warranty coverage is available no matter in which country the problem or malfunction occurred.

The Product shall be considered defective if the failure may be duplicated by PHIBER Systems, it being understood nonconformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

## 5. WARRANTY TERMS

Product registration documentation can be completed by uploading or E-mailing the completed forms to PHIBER Systems Warranty Department in the registration portal at [www.phibersystems.com/warranty](http://www.phibersystems.com/warranty). Customers must provide completed original PHIBER Product Registration forms. Warranty registration must be completed within 30 days of product installation to activate warranty coverage. Upon successful registration, the customer will receive a registration confirmation via email or mail, documenting their warranty coverage. This warranty is non-transferable and applies only to the original End User. Warranty registration and confirmation is required immediately upon completion of installation.

Failure to complete warranty registration within 30 days of product installation will result in the forfeiture of warranty coverage. No warranty claims will be honored for products not registered within the specified timeframe.

This Limited Warranty starts from the date of acceptance for completed Product Registration forms, for a duration of Two (2) Years, up to Three (3) years from the date of sale to Purchaser. In the event of a warranty transfer, the remaining warranty period will continue from the original installation date.

## 6. CLAIM PROCEDURE

For warranty service to be obtained, the installation must be documented and recorded. Written notice of claimed defect(s) must be given to PHIBER SYSTEMS LLC within the Warranty Period, and within 14 days of the discovery of the issue, or they are forever waived. For all warranty claims and inquiries, please contact the PHIBER Systems Warranty Department at: [WARRANTY@PHIBERSYSTEMS.COM](mailto:WARRANTY@PHIBERSYSTEMS.COM).

If any part of the Product is believed to be defective, the Customer or End User or its permitted transferee shall notify PHIBER Systems, LLC and send a photograph of the Product Serial Number and any known defective part along with any other information reasonably requested by PHIBER Systems, LLC to analyze the problem and confirm the warranty coverage.

Before any warranty work is performed, verification of the warranty status must be confirmed by PHIBER Systems, LLC or a certified Purchaser.

PHIBER Systems, LLC will repair or replace the Product, or part of the Product, proven to be defective, at its sole discretion, within 30 business days of receiving a complete warranty claim with all required documentation. PHIBER Systems, LLC will, in its sole discretion, provide options for repair, replacement using either a factory remanufactured Product or new Product depending on availability. In cases where additional time is required due to complexity or parts availability, PHIBER Systems, LLC will communicate the expected timeline to the customer within 5 business days of receiving the warranty claim.

PHIBER Systems, LLC supplied parts must be installed by a PHIBER Systems, LLC factory technician or authorized Purchaser or installer and operation confirmed for this warranty to remain in effect, unless otherwise explicitly authorized and agreed upon by PHIBER Systems, LLC. The use of non-approved parts will void this warranty.

PHIBER Systems, LLC Product replaced as part of this warranty will be covered under this warranty for the remainder of the original full Product warranty term, unless the original warranty termination date is less than 6-months from the installation date of the replacement Product(s), at which time the replacement Product(s) will be covered by a limited 6-month warranty from the date of installation.

If Customer believes a Product is defective, it must obtain a Return Material Authorization (RMA) number from PHIBER Systems, LLC prior to shipment of such Product back to PHIBER Systems, LLC. The RMA number must appear on all packages returned to PHIBER Systems, LLC and be referred to in all related correspondence.

#### Defective products should be shipped to:

PHIBER Systems, LLC - Warranty Department  
226.5 West King Street  
Saint Augustine, Florida 32084.

Return shipment of the Product for which damages are claimed shall be at Customer's expense, and such Products shall not be returned, repaired, or discarded without PHIBER Systems, LLC's written consent. Returned Products will be subject to inspection and final determination as to whether any adjustment is due. If the inspection shows the warranty for the Product is breached, the provision of **Section 7** will apply. PHIBER Systems, LLC advises that Customer order recommended spares and maintenance parts, especially for critical OCONUS operations. Otherwise, Customer may experience system downtime during the return and inspection of non-working components

## 7. LIMITATIONS & EXCLUSIONS

PHIBER Systems, LLC may specify limitations and exclusions to warranty, including but not limited to:

- Any installation, repair or any handling of the Product shall be done only by an authorized person trained and explicitly authorized by PHIBER Systems, LLC.

#### This warranty shall be void and not apply to defects resulting from:

- ANY UNAUTHORIZED MODIFICATION OF THE PRODUCTS AS SHIPPED.
- An application or installation method not approved by Supplier, including improper or inadequate site preparation, handling, maintenance or otherwise, as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to PHIBER Systems, LLC.

- Defects resulting from Customer's or any third-party interface of equipment, hardware or software if installed, connected or loaded into and/or onto the Product.
- Misuse, operator error or fault caused by the failure of an external unit (i.e. Sea Water pumps, Ships' power supply).
- Any gross negligence or willful misconduct.
- Pre-existing conditions of vessel systems, and applications (systems intended to be serviced by PHIBER Systems, LLC products) that have been operated prior to the installation of PHIBER Systems, LLC products.
- Excessive exposure to water (salt or fresh) including submersion (partial or full) of any Electrical or Electronic components or major component such as the Control Module, Primary Gate, or Junction Module.
- Replacement or repair of any components damaged due to surface corrosion (cosmetic), or other corrosion damage of any components due to water exposure or electrolysis (stray current), or the costs associated with the repair or replacement.
- Normal wear and tear of components, or the costs associated with regular scheduled maintenance, repair or replacement.
- Failure to apply normal preventive and scheduled maintenance and component inspections/replacements as specified in the PHIBER Systems, LLC Master Documentation and any other Maintenance Schedule documentation.
- Acts of Nature such as, but not limited to, fire, flood, wind and lightning.

**PHIBER SYSTEMS LLC will NOT be responsible for the following:**

- Travel costs including but not limited to airline tickets, accommodation and living expenses of PHIBER Systems, LLC, technicians, or a Purchaser, unless otherwise pre-authorized in writing by PHIBER SYSTEMS.
- Labor and material costs incurred and/or required to gain access to the product for removal and replacement including but not limited to any custom or special rigging services or any rental equipment required.
- Loss of time, inconvenience, use, meals, lodging, communication costs, transportation, cargo damage, overtime, towing, any haul-out, dockage or harbor charges, or other indirect, consequential, incidental, special, or punitive damages

**END USER RESPONSIBILITIES**

Non-compliance with this Warranty Policy may result in corrective actions in accordance with PHIBER Systems, LLC policies and procedures. The End User will be responsible for the following:

- Operating and maintaining the Product in strict accordance with PHIBER Systems LLC policies and guidelines and outlined in the PHIBER Systems Installation and Master Documentation. This includes adhering to the maintenance schedule specified in the Master Documentation Manual, which outlines regular maintenance tasks and their frequency.
- Providing sufficient access to perform typical repair activities.

- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

**In addition, the End User will be responsible for:**

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of any equipment needed during the replacement or repair of the Product.
- Costs associated with labor overtime and expedited shipping requested by the End User.
- All Travel costs & expenses
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

## **WARRANTY PARTS**

In case PHIBER SYSTEMS, LLC, provides advance replacement parts to the Customer, it is the Customer's responsibility to return to PHIBER Systems, LLC, (or to Purchaser locations as instructed by PHIBER Systems, LLC) all faulty parts from the vessel, with shipping costs pre-paid by PHIBER Systems, LLC.

The customer will receive a Return Materials Authorization (RMA) number from PHIBER Systems, LLC prior to the shipment.

PHIBER Systems, LLC, reserves the right to invoice the Customer for parts not returned within 60 days from shipment of the replacement part.

## **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PHIBER SYSTEMS, LLC, SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF THE PERFORMANCE, DELAYED PERFORMANCE OR BREACH OF PERFORMANCE OF THIS ORDER REGARDLESS OF WHETHER SUCH LIABILITY IS CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF A BREACH OF WARRANTY, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE, AT PHIBER SYSTEMS, LLC'S OPTION: (1) REPAIR OF THE DEFECTIVE PRODUCT, (2) REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (3) REFUND OF THE PURCHASE PRICE. PHIBER SYSTEMS, LLC'S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING (AT ITS OPTION AND ONLY AS SET FORTH HEREIN), AT ITS APPROVED REPAIR FACILITY, ANY GOODS OR PARTS WHICH PROVE TO PHIBER SYSTEMS, LLC'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH PHIBER SYSTEMS, LLC'S STATED WARRANTY. IN NO EVENT SHALL PHIBER SYSTEMS, LLC'S CUMULATIVE LIABILITY EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN THIS ORDER.





**PHIBER<sup>®</sup>  
SYSTEMS**

## PEACE OF MIND FOR ALL YOUR VOYAGES AHEAD

### **Flush-o-Pedia**

Flush-o-Pedia is a compilation of seawater science, chemistry, and all about flushing maintenance for marine systems, including the philosophy and mechanics of raw water networks, freshwater systems, and the individual technologies used to create them.

### **PHIBER Training & Education**

PHIBER Qualified Installer Training (St. Augustine, FL) introduces design, modification, and integration of PHIBER Systems into existing or new raw water networks.



### **USA Technical Support**

1-904-484-6132

### **Outside of the US**

+1-904-484-6132

**info@PHIBERSystems.com**

(24 hours a day, 365 days a year)

### **PHIBER Systems, Inc.**

226.5 West King Street  
Saint Augustine, Florida 32084

### **Website**

[www.PHIBERSYSTEMS.com](http://www.PHIBERSYSTEMS.com)



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