



## Darcy's Drilling Services Ltd. Guarantee

### **WATER WELLS**

This is to certify that the water wells drilled by Darcy's Drilling Services are warranted for a period of five years against defects in workmanship and downhole materials, subject to the following conditions.

Darcy's Drilling Services Ltd. agrees to its opinion to remedy the defective workmanship without charge within 5 years from the initial installation, within a reasonable time after notice.

The warranty covers defects in workmanship but does not include aquifer depletion, preventive maintenance, defects or damages attributed to normal weathering or defects or damages caused by: accidents, fire, lightning, flood, earthquake, windstorms, windborne objects, ice, hail, or other acts of God, or by vandalism, riot, civil disorder, or any other causes beyond the Company's control.

Darcy's Drilling Services Ltd. shall not be liable for injury to person or damage to building or contents, or for incidental, special or consequential damages for breach of any written or implied warranty on defects of workmanship.

There will be a charge if a service call is made and we find that the reported damage has been caused by any other reason other than faulty workmanship.

### **PUMPING & PRESSURE SYSTEMS**

Pumps & Tanks shall be repaired or replaced at no charge by Darcy's Drilling Services Ltd. if a failure occurs within the period of five years. This is a manufacturer's warranty and Labour Cover is NOT provided

This Protection Plan does not cover preventive maintenance, undiagnosed system failures or failures attributed to pipe, cable, controls, accessories, misuse, misapplication, or repairs or adjustments by other installers. The Protection Plan does not cover service calls, any labor involved in pulling or reinstalling the covered product, even if there is a defect in that product.

Should a covered product be replaced under this "Protection Plan", the replacement product will be covered for the remaining portion only of initial period covered under this "Protection Plan" (starting with the date of original installation).

This Protection Plan excludes to the fullest extent allowed by provincial law:

- (a) Labor, transportation and related costs incurred by the dealer.
- (b) Reinstallation costs of repaired equipment;
- (c) Reinstallation costs of replacement equipment;
- (d) Consequential, incidental, or other indirect damages, including damages for loss of use of the covered products; and
- (e) Reimbursement for loss caused by interruption of service.

This "Protection Plan" contract is solely between the installer and the purchaser.