

GETTING STARTED

Thank you for choosing the Mighty Mini by Sump Saver. Please follow these quick and easy steps to install the Mighty Mini safely and effectivly.

KIT INCLUDES

Manuals 1 Hose Storage Bracket 2 Floor Hoses

with 5/16" bolts

1 Mighty Mini Zip Ties

1 Mighty Mini Zip Ties
2 Bulkhead Fittings

Optional extension hoses that go from bin to power source.

TOOLS NEED

Power Drill 1" Wrench 3/4" Step Drill Bit

1/2" Wrench 1 1/16" Wrench Tape Measure

7/8" Wrench 5/16" Drill Bit Sharpie Marker

WARNINGS

This unit contains small parts which could be a choking hazard for small children. Children should be under adult supervision at all times or serious injury could occur.

Follow proper safety procedures when using power tools and/or ladders.

Do not climb or step on the unit. The unit may become unstable and either tip or collapse. Serious bodily injury and/or damage to personal belongings may occur.

Watch the installation video at **sumpsaver.com/ installation** prior to installing this unit. Read the owner's manual.

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STEP1

Locate the bracket a minimum of 4 feet from the grain bin floor (slightly behind the sweep auger storage position and high enough on the inside so when storing hoses they hang above and do not catch on the sweep when running).



STEP 2

Using the hose storage bracket as a template mark the holes to be drilled inside the bin. Using a 5/16" drill bit drill the holes on the top of the corrugation ridge.



STEP 3

Inside the bin directly below the storage bracket (in the valley of the corrugation) mark where the holes will be drilled for the bulkheads. They should be about 3.5" apart.



STEP 4

Using a 3/4" step bit drill the 2 holes. If you are using a step bit that is larger than 3/4" check to make sure you do not over size the holes.

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STEP 5

From outside insert the bulkheads through the bin wall.



STEP 6 & 7

From the inside, place the retaining nuts on the bulkheads and tighten.



STEP 8

Place the hose storage bracket inside the bin on the bolts.





STEP 9

Install nuts and tighten.



STEP 10

Connect the floor hose to the bulkheads and tighten fittings.



STEP 11

Place Mighty Mini in a location you feel will be most effective.



STEP 12

Use zip ties (provided) to help hold the unit in place until it is covered with grain.



STEP 13

Connect floor hose to the Sump Saver hose.



STEP 14

Place the hoses close behind the sweep auger or close the intermediate sumps if sweep auger is not present. Remember the Sump Saver unit needs to be moved out of the way before starting the power sweep.

STEP 15

Prime the Sump Saver unit and check all connections.

Complete

Installation is complete and Mighty Mini is ready for action.

Operation: Review the Owner's Manual prior to use.

Maintenance: See the Owner's Manual.

Repairs: Contact us at sumpsaver.com

OWNER'S MANUAL

All persons operating or using the Sump Saver shall:

- 1. **Review.** Read the following material prior to each use:
 - a. This manual;
 - b. The Terms and Conditions of Sale:
 - The supplemental Terms and Conditions available are at http://sumpsaver.com/terms which shall amend this manual; and
 - d. The Frequently Asked Questions available at: http://sumpsaver.com/fags/.
- 2. **Empty Bin Inspections.** Prior to depositing any grain in any grain bin with Sump Saver, Purchaser shall:
 - a. Inspect the Sump Saver device to ensure there are no cracks, leaks, or damage to the unit or any of the supporting hoses;
 - b. Following a visual inspection, Purchaser shall charge the hydraulic system to ensure the hoses are full of hydraulic fluid and properly connected:
 - c. Thereafter, when possible, inspect the Sump Saver, and notify the Manufacturer of any abnormal wear and tear as the interior of a grain bin has high humidity and is a difficult environment.
- 3. **Bi-Annual Inspection.** Inspect the dust seal on the shaft of the motor at the beginning and at the end of each crop season. In the event of any damage to the dust seal, Purchaser will contact Sump Saver for maintenance or repair instructions.
- 4. **Annual Maintenance.** Not less than annually, Purchaser will perform the annual maintenance inspection and checklist located at **www.sumpsaver.com**.
- 5. **Operation:**
 - a. No person will enter the grain bin or be in contact with the Sump Saver device while it is connected to any apparatus that applies hydraulic pressure;
 - b. Hydraulic pressure to the Sump Saver device shall not exceed 3000 psi. Any pressure exceeding that amount could cause a failure of the device, damage to equipment, loss of hydraulic fluid, or death or injury;
 - c. User will not modify the Sump Saver device or make any alterations thereto; and
 - d. User will not place the arms of Sump Saver next to any solid object or attempt to move any material other than stored grain.
- 6. WARNINGS:

MISUSE OR FAILURE TO FOLLOW INSTRUCTIONS IN THE OPERATION OF SUMP SAVER MAY CAUSE SEVERE INJURY OR DEATH.

FAILURE TO CHARGE THE HYDRAULIC HOSES PRIOR TO DEPOSITING GRAIN IN THE STORAGE BIN MAY RESULT IN CRUSHED HOSES AND AN IN-OPERABLE SUMP SAVER DEVICE.



TERMS AND CONDITIONS OF SALE

- Acceptance of Terms. By purchasing or accepting delivery of the Sump Saver / Mighty Mini product supplied by Sump Saver, LLC ("Product"), 1. Purchaser agrees to be bound by these terms and conditions (the "Terms and Conditions").
- - Shipping. The Product will be delivered to Manufacturer's shipping point unless otherwise noted. If shipping and handling charges a. are quoted or invoiced, they will include charges in addition to actual freight costs.

 Risk of Loss. Delivery of the Product to the carrier at Manufacturer's shipping point shall constitute delivery to Purchaser and Pur-
 - b. chaser shall bear all risk of loss or damage in transit.
 - Shipment. Manufacturer reserves the right, in its sole discretion, to determine the exact method of shipment for any particular shipc. ment and Manufacturer reserves the right to make delivery of multiple orders in installments, all such installments to be separately invoiced and paid for when due per invoice.
 - Delays. Delay in delivery of any Product shall not relieve Purchaser of any obligations to accept remaining deliveries. Specified d. delivery dates are estimates only and do not represent a promise by Manufacturer to deliver the Product at a certain date. **Inspection.** Purchaser agrees to immediately inspect the Product received from Manufacturer and to notify Manufacturer
 - e. immediately of any claims for shortages, defects or damages. If Purchaser fails to notify Manufacturer within 5 days after Purchaser has received the Product, Purchaser shall be deemed to have irrevocably accepted the Product.
 - f. Allocation. If the Manufacturer is unable for any reason to supply the total demands for the quantity of Product specified in an order, Manufacturer may allocate its supply among any or all customers (including Manufacturer's distributors) on such basis as Manufacturer may deem fair and practical, without liability.
- 3.
- Payment; Terms. Purchaser shall make payment to Manufacturer in accordance with the terms of the Invoice.
 a. Deferred Payment Orders. If for any reason Manufacturer, in its sole discretion, deems the collectability of the purchase price to be in doubt, Manufacturer may delay or postpone the delivery of the Product and may, at its option, change the terms of payment to
 - payment in full or in part in advance, with respect to the entire undelivered balance of any order.

 Unfilled Order. In the event of default by Purchaser in the payment of the purchase price or otherwise, Manufacturer may, at its option, without prejudice to any other of Manufacturer's lawful remedies, defer delivery, cancel the order, or sell any undelivered b Product on hand and apply such proceeds as a credit, without set-off or deduction of any kind, against the agreed upon purchase
 - price. Purchaser agrees to pay the balance then due to Manufacturer on demand. **Default.** Purchaser agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses C. of collection resulting from any default by Purchaser in any of the terms hereof. Invoices remaining unpaid after their due date will be subject to an interest charge of 1.5% per month (or the maximum rate allowed by law). Purchaser must pay all costs of collection
 - on unpaid amounts, including (without limitation) attorneys' fees and related costs.

 Taxes. Purchaser shall be responsible for all applicable use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any d. other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between, with the sole exception of any sales taxes invoiced and collected by the Manufacturer. All other such charges (if any) must be paid by Purchaser separately and in addition to the prices quoted or invoiced. In the event Manufacturer is required to pay any such tax, fee or charge, Purchaser shall reimburse Manufacturer therefore; or, in lieu of such payment, Purchaser shall provide Manufacturer at the time the order is submitted an exemption certificate
 - or other document acceptable to the authority imposing the tax, fee or charge. **Returns.** Product may not be returned for credit except with prior written permission of the Manufacturer, and then only in strict compliance with Manufacturer's return shipment instructions. All returns are subject to a 35% restocking fee, must be e. returned within 30 days of purchase, and are not eligible for return after installation or if the Product has been charged with hydraulic fluid.
 - Price Changes. Shipment will be made promptly even if prices have been nominally increased, and any price changes will be autof. matically applied to the invoice. Notwithstanding any price quotation or prices listed by Manufacturer, if at any time prior to delivery Manufacturer's costs of materials have increased by 10% or more, then Manufacturer may cancel any accepted but undelivered orders or condition the continuance of any order to an agreement to a corresponding increase in price.
- Use of Sump Saver. The Product is intended to be installed inside of a commercially constructed grain storage bin with a permanent concrete 4. floor, and is not to be used for any other purposes. Purchaser represents and warrants that it will:
 - **Not** use the Product for any other purpose or application;
 - Not modify the Product;
 - Not submerge the Project in any liquid or any substance other than grain;
 - А Notify those involved in using the Product of the risks involved in the use of the Product; and
 - Not market, distribute, resell or export the Product.
- Limited Warranty. Commencing on the delivery of the Product to the Purchaser, Manufacturer warrants for the exclusive benefit of the original Purchaser named on the original Manufacturer invoice, that the Product will be free from defects in material and workmanship. THIS WARRANTY IS EXCLUSIVE, AND MANUFACTURER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS.

MANUFACTURER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCT, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, COST OF CAPITAL, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. MANUFACTURER'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE PRODUCT THAT GIVES RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. ALL CLAIMS MUST BE BROUGHT WITHIN 1 YEAR OF SHIPMENT, REGARDLESS OF THEIR NATURE.

- Exclusions from the Limited Warranty. The limited warranty of Manufacturer to the original Purchaser is subject to these additional terms: 6. Term. The Limited Warranty shall apply for a period of 365 days after delivery of the Product.
 - Exclusive Remedy. As the exclusive remedy for any nonconformity, defect or failure in the Product for which Manufacturer is responsible, Manufacturer will, at its option, repair the failure or defect or replace the Product at no cost to Purchaser. If the Manufacturer replaces the Product with a new one, the Manufacturer will retain the defective one.



TERMS AND CONDITIONS OF SALE

- Exclusions. Manufacturer shall have no responsibility or obligation if the Term of the Limited Warranty has expired, or for any failure, C. defect or damage attributable (in whole or in part) to any of the following:
 - Failure of the Purchaser to provide proper care and maintenance of the Product. Purchaser has not followed the practices set forth in the Owner's Manual.

 - Use of the Product other than for the purpose described above
 - iv Failure to properly charge the hydraulic system prior to placing grain in the bin on top of the Product and hoses.
 - Normal wear and tear.
 - Unauthorized adjustments, repairs of modifications. vi.
 - vii. Accidents, misuse or abuse of the Product.
 - Use of the Product to agitate or move any material other than harvested grain. viii.
 - Use or placement of the Product anywhere other than the permanent floor of a grain bin. ix.
 - Damage caused to the Product by contact with a sweep auger.
 - Failure to use the Product in accordance with industry standards.
 - Failure of the Purchaser to immediately notify Manufacturer of a known defect, failure or non-conformity.
- d. Technical Assistance. At the request of Purchaser, Manufacturer may, in Manufacturer's sole and absolute discretion, furnish technical assistance and information with respect to the Product, its placement or installation. MANUFACTURER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY MANUFACTURER OR ITS PERSONNEL. ANY SUGGESTIONS BY MANUFACTURER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY.

- Purchaser agrees to first contact Manufacturer in the event of a dispute or any issue with the Product. Any dispute or controversy not resolved with informal communication will be resolved by mediation through a mutually acceptable mediator, who shall have experience in farm products and grain storage. Each party shall equally bear the fees and expenses of mediation, excluding attorney fees and expert witness fees.
- b. In the unlikely event the dispute is not resolved after both parties have participated in the mediation process in good faith, the dispute shall be resolved by arbitration in accordance with the rules as agreed upon by the parties. If the parties can't agree on the rules, the rules of the American Arbitration Association, as modified by these Terms and Conditions, shall apply. The award of the arbitrator shall be conclusive and binding upon the parties and enforceable in a court of competent jurisdiction. Each party shall equally bear the fees and expenses of arbitration, excluding attorney fees and expert witness fees. The arbitration proceeding will be held in Sioux Falls, South Dakota before a single arbitrator with experience in farm products and grain storage, or if the parties cannot agree, the arbitrator will be chosen by the South Dakota Department of Agriculture or the Presiding Judge of the Second
- Excepted from this process is any legal action that Manufacturer may need to file to protect its confidential information or any trade C. secret.

8 Miscellaneous.

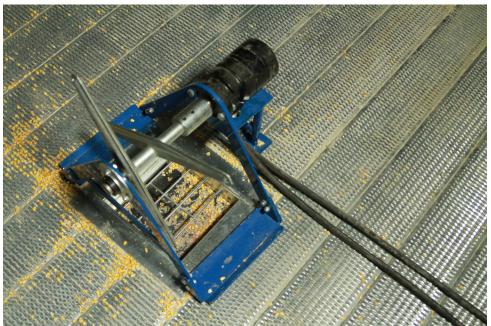
- Other Terms. Terms or conditions contained in any order form or other document submitted by Purchaser that are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect.
- b. Cancellation. Manufacturer reserves the right to cancel any order, in whole or in part, upon breach of these Terms and Conditions or the bankruptcy, insolvency, dissolution, receivership proceedings of Purchaser, or occurrence of any event causing Manufacturer to reasonably question the ability of Purchaser to perform.
- Security Interest. To secure the obligation of Purchaser to pay Manufacturer for the Product, Purchaser grants to Manufacturer a c.
- purchase money security interest in all products purchased from Manufacturer, and in all proceeds thereof.

 Non-Waiver. Manufacturer's failure to strictly enforce any particular term or condition contained herein or to exercise any right with d. respect to an order shall not constitute a waiver of Manufacturer's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies are cumulative and are in addition to any other rights and remedies Manufacturer may have at law or in equity. Any waiver of a default must be in writing and shall not operate as a waiver of any other default or of the same default thereafter.
- Severability; Construction. In the event any provision of these Terms and Conditions is determined to be unenforceable in full, that e. provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this document will remain in full force and effect. In the event the terms of this document conflict with the express terms of an Invoice from the Manufacturer, the terms of the Invoice shall control
- Notices. Any notice hereunder shall be in writing and shall be effective on receipt. All requirements of written notice or consent may be satisfied with an e-mail sent from and to a registered e-mail address used by the applicable party and known to the other to be valid when sent. The sender shall request a return receipt or an acknowledgement from the recipient that the electronic notice was delivered.
- Headings. The descriptive headings contained in this document are inserted for convenience only, do not constitute a part of this g document and shall not affect in any way the meaning or interpretation of these Terms and Conditions. **Governing Law.** The relationship of the parties, together with these Terms and Conditions, shall be governed by and construed
- h. in accordance with the laws of South Dakota, without regard to the conflict of law principles. The parties hereto irrevocably consent
- to the jurisdiction of the South Dakota courts, in the Second Judicial Circuit.

 Integration. Except as to the Owner Manual and updates on the Manufacturer web site (www.sumpsaver.com) as referenced therein, this writing constitutes the entire understanding of the parties and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. These Terms and Conditions shall not be modified or amended, and no waiver shall be effective against the other, except as follows: in writing signed by the parties hereto or in an invoice from the Manufacturer.







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