

LIMITED WARRANTY

Every effort is made to assure the highest quality merchandise, free of any defects. Merchandise is warranted against defects in material and workmanship when used in accordance with the standards and/or instructions recommended by this catalog or other written quotation of this firm. No warranty, expressed or implied, is made other than as follows:

Waterman Valve, LLC, warrants that goods manufactured by Waterman ("Goods") will be of the kind described in Waterman's quote and free from defects in material and workmanship under conditions of normal use for a period of twelve (12) months following delivery. Waterman reserves the right to make any modifications required by production conditions to information set forth in Waterman's catalogues and advertising literature. Waterman will not be liable or responsible for (A) any defects attributed to normal wear and tear, erosion or corrosion, improper storage, use or maintenance or use of Goods with incompatible products, or (B) defects in any part of Goods manufactured by others. If (B) above is applicable, Waterman will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Waterman's warranty to any accessory products unless Waterman specifically agrees in writing. All warranties are void if Goods are modified or used in conjunction with products or accessories not manufactured or approved by Waterman or which are incompatible with Goods. This warranty does not cover failure of any part or parts manufactured by others, failure of any part or parts from external forces, including without limitation corrosive soils, earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, frost heave or other force majeure. Any claim by Buyer with reference to Goods for any cause will be deemed waived by Buyer unless submitted to Waterman in writing within ten (10) calendar days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give Waterman an opportunity to investigate. If Buyer furnishes prompt notice to Waterman of any defect and an opportunity to inspect the alleged defect as provided above, Waterman will, in its sole discretion, either: (i) repair the defective or non-conforming Goods; (ii) replace nonconforming Goods, or part thereof, which are sent to Waterman by Buyer within sixty (60) calendar days after receipt of the Goods at Buyer's plant or storage facilities; or (iii) if Waterman is unable or chooses not to repair or replace, return the purchase price paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event will any obligation to pay or refund exceed the purchase price paid. Repair and/or replacement as provided above will be shipped EXW (Ex-Works) Waterman's facility (Incoterms® 2010) unless otherwise agreed in writing by Waterman. Buyer will prepay all transportation charges for return of all or part of Goods to Waterman, unless otherwise agreed in writing by Waterman. Waterman will not be responsible for any labor, removal or installation charges that may result from repair and/or replacement of any Goods. Buyer's exclusive remedy and Waterman's sole liability for any loss, damage, injury or expense of any kind arising from manufacture, delivery, sale, installation, use or shipment of Goods will be, at Waterman's option, the remedies described above, whether based on contract, warranty, tort or any other basis of recovery. THE WARRANTIES IN THIS PARAGRAPH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If a warranted Good is believed to be defective, notify your Waterman Sales Office and furnish date purchased, copy of invoice or shipping documents. **DO NOT** attempt repairs or returns without authorization from Waterman. Unauthorized repairs may void warranty, and costs for unauthorized repairs performed or replacement parts purchased within the warranty period will not be reimbursed. A return authorization number must be obtained from Waterman prior to returning any Goods.