

FIVE YEAR LIMITED WARRANTY

1. **WARRANTY:** Subject to the limitations herein, Seller warrants that items manufactured by Seller (“Product”) shall be free from defects in design, material and workmanship under Normal Use for a period of five (5) years from installation but in no case shall the warranty period extend longer than sixty three (63) months from the date of sale (“Warranty Period”). SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.
2. **EXCLUSIONS:** This limited warranty is void for any damage caused by misuse, abuse, neglect, acts of God, use with flammable or corrosive liquids, or improper installation. “Normal Use” means in strict accordance with the installation, operation and maintenance manual. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer. Products are not intended to be used in nuclear applications.
3. **REMEDIES:** Upon return during the Warranty Period of a Product proven to be defective, Seller shall repair, replace or issue a refund at no additional charge as soon as practicable. To file a claim, first contact your insurance company (if property damage or bodily injury) then contact your servicing branch or the location where you purchased the Product.
4. **LABOR ALLOWANCE:** Buyer’s sole and exclusive remedy from Seller is included herein. Seller makes NO ADDITIONAL ALLOWANCE FOR THE LABOR OR EXPENSE OF REPLACING DEFECTIVE PRODUCTS OR DAMAGE RESULTING FROM THE SAME.
5. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER’S LIABILITY, IF ANY, SHALL NOT EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S).
6. **RECOMMENDATIONS BY SELLER:** Seller may assist Buyer in selection decisions by providing information regarding products that it manufactures and those manufactured by others. However, Buyer acknowledges that Buyer ultimately chooses the product’s suitability for its particular use, as normally signified by the signature of Buyer’s technical representative. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.
7. **COMPLIANCE WITH LAWS:** Seller makes no warranty or representation with regard to the Product meeting code requirements. Certain Products containing brass or bronze without “LF” in the description field may contain lead and thus not comply with low lead laws. Such products must not be used in potable water applications.