

## LIMITED WARRANTY

## 10-Year Limited Warranty Resilient Wedge Gate Valves A-USP1 and A-USP2 Series

U.S. Pipe Valve and Hydrant, LLC (USPVH) warrants each of its Resilient Wedge Gate Valves A-USP1 and A-USP2 Series to be free from defects in material and workmanship for a period of ten (10) years from the date of shipment, provided that such Resilient Wedge Gate Valve was both: (1) under normal use and service and used for the purposes and under the conditions for which such Resilient Wedge Gate Valve is intended; and (2) installed and maintained according to the USPVH instructions, American Water Works Association publications C509/C515 and C600, and applicable local codes.

USPVH obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any USPVH Resilient Wedge Gate Valve is proven to have failed to conform to the above stated warranty, then USPVH, at its sole option, shall refund, repair, or replace the defective Resilient Wedge Gate Valve (F.O.B. the point of manufacture). USPVH shall have the right to inspect the Resilient Wedge Gate Valve for which a claim is made under this warranty. If USPVH requests such an inspection, then the purchaser must return the Resilient Wedge Gate Valve to USPVH, transportation prepaid.

This warranty does not cover failure of any Resilient Wedge Gate Valve caused external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave. The Purchaser shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL USPVH BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. FURTHER, USPVH HEREBY LIMITS ITS TOTAL LIABILITY TO THE VALUE OF THE RESILIENT WEDGE GATE VALVE SOLD.