

LIMITED WARRANTY

1-Year Warranty

U.S. Pipe Valve and Hydrant, LLC warrants each of its products to be free from defects in material and workmanship for a period of one (1) year from the date of shipment provided that such product was both: (1) under normal use and service and used for the purposes and under the conditions for which such product is intended; and (2) installed and maintained according to USPVH's instructions and applicable local codes.

USPVH's obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any USPVH manufactured product 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 product (F.O.B. the point of manufacture). USPVH shall have the right to inspect the product for which a claim is made under this warranty. If USPVH requests such an inspection, then the purchaser must return the product to USPVH, transportation prepaid.

This warranty does not cover failure of any product caused by 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. 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 PRODUCT SOLD.

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