

LIMITED WARRANTY

10-Year Limited Warranty - Mueller® Resilient Wedge Valves 2361 and 2362 Series

Mueller Co. LLC ("Mueller") warrants each of its Resilient Wedge Gate Valves 2361 and 2362 Series (the "Product(s)") to be free from defects in material and workmanship (the "Warranty") for a period of ten (10) years from the date of shipment. The purchaser shall assume all responsibility and expenses for removal, reinstallation, and shipping charges in connection with this Warranty. Mueller's obligations under this Warranty are conditioned upon prompt written notice of the defect from the purchaser, which should occur within fifteen (15) calendar days of the discovery of any alleged Warranty claim. If any such Product is proven to have failed to conform to the Warranty, then Mueller, at its sole option, shall refund, repair or replace the defective Product (F.O.B. point of manufacture). Mueller shall have the right to inspect the Product for which a claim is made under this Warranty. If Mueller requests such an inspection, then the purchaser must return the Product to Mueller, transportation prepaid.

This Warranty does not cover defects or failures of any Product caused by (a) 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 (b) the products not being installed or maintained as required by Mueller's instructions, American Water Works Association publications C509/C515), common practice, and/or applicable laws; (c) the defect arises, in whole or part, because purchaser failed to follow Mueller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (d) highly corrosive conditions, excessive quantity of chemicals or chemicals not typically used in connection with the use of the Product, abrasive or damaging hydraulic or mechanical conditions or excessive heat; and (e) unauthorized alterations, modifications or repairs by any party other than Mueller.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND MUELLER'S SOLE AND EXCLUSIVE OBLIGATIONS. 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. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY MUELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER. UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE TO PURCHASER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES FURTHER, MUELLER HEREBY LIMITS ITS TOTAL LIABILITY TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

Products manufactured by a third party ("Third-Party Product") may be incorporated into or packaged together with, the Products. Third-Party Products are not covered by the Warranty. MUELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, AND MUELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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