

# ***International Valve Marketing, LLC***

483 Heartland Drive, Unit C, Sugar Grove, IL 60554  
Phone: 630-466-0300 Fax: 630-466-0302

## **WARRANTY** **For Vent-Tech Air Release Valves** **Models WTR, WZW, SWG, SZG, SDG, SXG, SSG**

**This Warranty cannot be transferred - it is extended only to the Buyer, as defined in the Terms of Sale. (Assignment of this Warranty to the End-User is hereby authorized as required by the Terms of Sale.) By accepting and keeping this Product, Buyer agrees to all of the warranty terms and limitations of liability described below.**

International Valve Marketing, LLC (“Seller”) warrants to the Buyer that all Products delivered hereunder shall be free from defects in manufacture for a period of **two (2) years from the date of final acceptance of the Product by Buyer**, subject to the exclusions and limitations below.

**This Warranty shall not apply:**

- if the Product is used, operated, adjusted, or serviced in a manner inconsistent with the Directions provided with the Product;
- to any failure or malfunction resulting from abuse; improper, negligent, unauthorized use, adjustment, repair, handling, shipping (by anyone other than Seller), or operation; accident; catastrophe; or alteration of the Product;
- to any failure or problem resulting from the use, operation, or installation of the Product for any purpose other than those specified in the Directions or alteration of any part of the Product or to any failure resulting from improper usage of the Product;
- to coverage for repair or replacement costs that are required by normal wear and tear of the Product;
- to coverage for labor costs, shipping charges, service charges, delivery expenses, administrative fees, or any costs incurred in removing or reinstalling the Product;
- to coverage for any claims submitted to Seller after expiration of the applicable warranty time period described in this Warranty; and
- *to coverage for any special, indirect, incidental, punitive, or consequential damages arising in any way in connection with any product or this sale, and in no event shall Seller be responsible or liable for such damages.*

Products not manufactured by Seller shall not be covered by any warranty of the Seller and shall only be subject to any warranty provided to Seller by the manufacturer, distributor, or other party.

***“The foregoing Warranty is exclusive and lieu of any and all other warranties, expressed or implied. No warranty of merchantability, no implied warranty of fitness for any particular purpose, and no implied warranty arising by usage of trade, course of dealing or course of performance is given by Seller or shall arise by or in connection with this sale and/or the Seller’s and/or Buyer’s conduct in relation thereto or to each other, and in no event shall Seller be liable on any such warranty with respect to any product. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.*”**

Liability of the Seller under or in connection with this sale and/or the foregoing Warranty shall be limited, at the sole option of the Seller, to the repair, replacement, or a refund of the purchase price of any product or part thereof supplied to Buyer by Seller. Promptly after Buyer’s discovery of any alleged defect and prior to the expiration of the two-year warranty period, Buyer must give Seller notice, in writing, detailing Buyer’s claim of defect. Prior to returning any products to Seller, Buyer must obtain a Returned Goods Authorization (“RGA”) number from Seller. Seller will not accept any responsibility for products returned without a RGA. Once the RGA is obtained, Buyer shall ship the product to Seller freight prepaid. Notice and the product shall be sent to the following address: **483 Heartland Drive, Unit C, Sugar Grove, IL 60554**. Failure by Buyer to notify Seller and return such product to Seller after Buyer’s discovery of such alleged defect shall constitute a waiver by Buyer of any and all claims of any kind with respect thereto. The risk of loss and freight charges to and from Seller in connection with any returned product shall be borne by Buyer but

Seller shall bear such additional freight charges arising in connection with any returned product ultimately determined by Seller to be defective under the terms of this Warranty, the cost of repair or replacement (if any) of such product, and the risk of loss or damage while such product is in Seller's possession at its place of business.

Any materials, equipment, supplies or items furnished in replacement or repair of the product shall be subject to all warranty provisions contained herein to the same extent as materials, equipment, supplies, or other items initially delivered. The warranty with respect to such additional or replacement materials, equipment, supplies, or other items thereof shall be in force for the unexpired warranty period of the supplies repaired or replaced.

Notwithstanding the above, Seller shall replace O-rings, nozzles, nozzle seats, and nozzle plates necessary to the repair of products delivered under this warranty, free of charge, FOB factory **for a period of ten (10) years**.

The foregoing remedy shall constitute the sole and exclusive remedy of the Buyer in connection with the sale of the product to Buyer and this Warranty. Except as specifically provided herein, Seller shall not be responsible or liable for any costs, expenses, or damages of Buyer in connection with any removal, repair, or replacement (including any attempts or actions relating thereto) of any allegedly defective products, and no charge or setoff of any kind by Buyer relating thereto shall be made against the Seller without prior and specific written approval of Seller.

Seller agrees to sell its products only upon all terms and conditions set forth in the Seller's Terms and Conditions of Sales. The agreement of Seller to sell its products is expressly conditioned upon the Buyer's assent to Seller's Terms and Conditions of Sales. Failure by Buyer to comply with those terms will void this Warranty. Buyer's acceptance of any products provided under this shall constitute Buyer's assent to the Terms and Conditions of Sale.