



TRANS-VALVE WARRANTY

1. **LIMITED WARRANTY:** Subject to the limitations expressed herein, Trans-Valve (“Seller”) warrants that products manufactured by Seller shall be free from defects in material and workmanship under normal use for a period of two (2) years from the date of sale to the original purchaser or later owner if within the original two (2) year period (“ Buyer”). This warranty is void for any loss, cost, expense, inconvenience, damage or claim caused by anything other than as stated above, including but not limited to misuse, abuse, neglect, alteration, acts of God, or improper installation. For the purpose of this section, “normal use” means in strict accordance with the installation, operation, and maintenance manual applicable to the product(s) purchased by Buyer. 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 OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION AND MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO ANY OTHER MANUFACTURER’S PRODUCT OR DOCUMENTATION.

2. **REMEDIES:** Seller shall repair or replace, at its option, any non-conforming or otherwise defective product which falls within the scope of this warranty, upon receipt of written notice from Buyer including order/invoice number and return of defective product during Seller’s warranty period at no additional charge other than freight charges which shall be paid by Buyer.

3. **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 UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER’S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S) PURCHASED BY BUYER.

4. **LABOR ALLOWANCE:** Seller makes NO ADDITIONAL ALLOWANCE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME.

5. **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. 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.

6. **EXCUSED PERFORMANCE:** Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and shall not be liable for loss or damage due to delay or inability to deliver, caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers, or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, or indirect damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

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