



quadax valves inc.

**Quadax Valves Inc.
Limited warranty**

Limited Warranty. Quadax Valves Inc. (“Seller”) warrants to the original purchaser of a Quadax valve product that it will be free of defects in materials and workmanship for a period of twelve months from the original date of delivery under normal and proper usage. If the product should become defective within the specified warranty period, Seller will (at its option) repair or replace any part(s) that appear, in its sole judgment, to have been defective in material or workmanship. In order to obtain performance under this warranty, Seller must receive prompt notice of any defects. Seller will refund to the purchaser the purchase price if the defect in the product is one covered by this warranty and Seller is unable, by repair or replacement, to make the product perform the work for which it is designed. This warranty does not obligate Seller to bear any transportation, removal or installation charges in connection with the inspection, repair or replacement of defective parts. The limited warranty contained herein is the purchaser's exclusive remedy.

To obtain warranty service, the purchaser must deliver (at purchaser’s expense) the product or the defective part(s) to Seller's service facility or other point designated by Seller. The purchaser should contact Seller at the following address for instructions on where to obtain warranty service.

Quadax Valves Inc.
1518 Grundy's Lane
Bristol PA 19007-1521
Phone: 215-757-5316

This warranty does not cover any defects or costs caused by: (1) modification, alteration, repair or service of this product by anyone other than Seller; (2) improper installation, connection, or maintenance, or use under abnormal conditions; (3) physical abuse to, or misuse of, the product or operation thereof in a manner contrary to the accompanying instructions; (4) any use of the product other than that for which it was intended or other than that which is reasonably acceptable for similar product usage models deemed industry standard best practices; (5) natural disaster or acts of war or terror; (6) use of parts not manufactured by Seller, whether provided by Seller or otherwise; (7) shipment of the product to Seller for service; or (8) normal wear and tear.

This warranty does not apply to any parts or products that were not originally manufactured by Seller, including, but not limited to products sold in combination with a Quadax valve, whether mounted on or otherwise supplied with the valve, including, but not limited to actuators; such items are not warranted by Seller and are covered only by the express warranties of the applicable manufacturers, if any, to the extent not otherwise voided by any action by the purchaser in accordance with such manufacturer’s warranty. This warranty also excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance. Seller reserves the right to modify, alter or improve this product, or parts thereof, at any time without incurring an obligation to modify, alter, improve or replace any product, or parts thereof, previously sold.



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Limitation of Liability. IT IS UNDERSTOOD AND AGREED THAT SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO, AT ITS OPTION, REPAIR OR REPLACEMENT AT ITS FACILITY F.O.B. SELLER'S FACILITY. NO PRODUCT SHALL BE RETURNED FOR REPAIR OR REPLACEMENT WITHOUT SELLER'S WRITTEN CONSENT. IN THE EVENT THAT SELLER IS UNABLE TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT WITHIN A REASONABLE TIME, SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REFUND THE PRICE OF THE PRODUCTS WHICH GIVE RISE TO THE WARRANTY CLAIM. IT IS FURTHER UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF SELLER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES). THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.