



## **DANTE VALVE COMPANY'S LIMITED WARRANTY POLICY FOR CUSTOM-BUILT VALVES (AKA DANCO VALVES)**

**PLEASE READ THIS WARRANTY POLICY CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR WARRANTY-RELATED RIGHTS, OBLIGATIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO DANTE VALVE COMPANY'S CUSTOM-BUILT VALVES ("DANCO VALVE" OR "DANCO VALVES").**

**BY PLACING AN ORDER FROM DANTE VALVE COMPANY ("DVC," "US," "WE," OR "OURS") FOR DANCO VALVES, YOU ACCEPT AND ARE BOUND BY THIS LIMITED WARRANTY POLICY IN ITS ENTIRETY. DO NOT PLACE AN ORDER FOR A DANCO VALVE IF YOU DO NOT AGREE TO THESE TERMS.**

### **1. LIMITED WARRANTY**

Subject to Section 2 below, DVC warrants to the original purchaser of a Danco Valve that for a period of two (2) years from the date of shipment ("Warranty Period") that the Danco Valve and all components and parts will be free from significant defects in material and workmanship and will substantially conform to the design specifications that you provide us and that we, at your direction, instruction, or insistence, use, adopt, or incorporate into your Danco Valve ("Limited Warranty").

### **2. WARRANTY EXCLUSIONS**

The Limited Warranty specified above does *not* cover:

- Valve malfunctions, failures, or non-conformities attributable to, arising from, or related to any design specifications that you provide us.
- Component and part malfunctions, failures, or non-conformities attributable to, arising from, or related to any design specifications that you provide us.
- Defects in material and/or workmanship attributable to, arising from, or related to any design specifications that you provide us.
- Valves that have been subjected to abuse, misuse, neglect, negligence, accident, improper installation, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or any conditions or use contrary to our instructions.
- Valves that have been reconstructed, repaired, or altered by persons other than DVC.
- Normal wear and tear.
- Scratches, dents, and cosmetic damage.
- Damages of any kind attributable to, arising from, or related to the use of your custom-build valve and/or design specifications.

- Valves for which we have not received full payment for.
- Claims that your design specifications infringe the intellectual property rights of any person or entity.
- Valves that are manufactured by third parties.

### **3. DISCLAIMER OF OTHER WARRANTIES AND REPRESENTATIONS; NON-RELIANCE**

**YOU ACKNOWLEDGE AND RECOGNIZE THAT DVC IS NOT A DESIGN EXPERT AND THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY WHATSOEVER EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 1 ABOVE.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, DVC DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS NOT STATED IN THIS WARRANTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, OR ANY PERFORMANCE OR RESULTS THAT MAY BE OBTAINED. WE DO NOT WARRANT, PROMISE, OR GUARANTEE THAT YOUR DANCO VALVE CAN OR WILL ACHIEVE YOUR INTENDED RESULT OR PURPOSE OR OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DO NOT WARRANT THAT YOUR DANCO VALVE CAN OR WILL COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAW, REGULATION, OR ORDINANCE. WE DO NOT WARRANT THAT YOUR DANCO VALVE CAN OR WILL BE COMPATIBLE WITH ANY SYSTEM, PRODUCT, COMPONENT, AND THE LIKE. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH IN SECTION 1 ABOVE.**

**DVC DOES NOT WARRANT PRODUCTS THAT IT DISTRIBUTES THAT ARE MANUFACTURED BY THIRD PARTIES. NO WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE TO SUCH PRODUCTS. YOUR RECOURSE, IF ANY, SHALL BE SOLELY AGAINST THE MANUFACTURER OF SUCH PRODUCTS, AND NOTHING HEREIN SHALL EXTEND, OR SHALL BE CONSTRUED TO EXTEND, ANY WARRANTY OFFERED BY A MANUFACTURE OF SUCH THIRD PARTY PRODUCTS.**

### **4. EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY**

In the event a Danco Valve manifests a covered defect in materials or workmanship during the Warranty Period, we will, in our sole and exclusive discretion (1) repair the valve at no charge; (2) exchange the valve with a functionally equivalent product; or (3) credit or refund your purchase price. **THESE REMEDIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.**

## **5. LIMITATION OF LIABILITY**

### **(a) NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, DEVICE OR SYSTEM MALFUNCTIONS OR FAILURES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ATTRIBUTABLE TO, ARISING OUT, OF OR RELATED TO ANY BREACH OF THIS WARRANTY AND/OR YOUR DESIGN SPECIFICATIONS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OR WAIVER OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS PROVISION MAY NOT APPLY TO YOU.**

### **(b) MAXIMUM LIABILITY**

**NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY LIABILITY IS INCURRED BY US, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR ENTIRE LIABILITY IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT YOU PAID OR WERE CHARGED FOR THE DANCO VALVES AND/OR SERVICES GIVING RISE TO YOUR CLAIM.**