



## **DANTE VALVE COMPANY'S LIMITED REPAIR AND VALVE ASSEMBLY WARRANTY POLICY**

**PLEASE READ THIS WARRANTY POLICY CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING DANTE VALVE COMPANY'S "DVC," "US," "WE," OR "OURS") LIMITED REPAIR WARRANTY AND OUR LIMITED VALVE ASSEMBLY WARRANTY. THIS DOCUMENT DETAILS IMPORTANT INFORMATION ABOUT YOUR RIGHTS, OBLIGATIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS.**

**BY PLACING A REPAIR AND/OR VALVE ASSEMBLY ORDER FROM US, YOU ACCEPT AND ARE BOUND BY THIS LIMITED REPAIR AND VALVE ASSEMBLY WARRANTY POLICY IN ITS ENTIRETY. DO NOT PLACE A REPAIR AND/OR VALVE ASSEMBLY ORDER IF YOU DO NOT AGREE TO THESE TERMS.**

### **1. LIMITED REPAIR WARRANTY**

Subject to Section 3 below, DVC warrants that each product repaired by DVC will be free from defects in repair workmanship for a period of two (2) years ("Warranty Period") from the date of shipment of the repaired products ("Repair Warranty")

DVC MAY REPAIR PRODUCTS NOT MANUFACTURED BY DVC ("THIRD-PARTY PRODUCTS"). SOME MANUFACTURERS' WARRANTIES MAY BECOME VOID IF ANYONE OTHER THAN THE MANUFACTURER WORKS ON SUCH PRODUCTS. IT IS YOUR RESPONSIBILITY TO ENSURE THAT DVC'S PERFORMANCE OF REPAIR WARRANTY SERVICES WILL NOT AFFECT SUCH WARRANTIES OR, IF IT DOES, THAT THE EFFECT WILL BE ACCEPTABLE TO YOU. DVC SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT OUR SERVICES AND/OR REPAIR WARRANTY MAY HAVE ON THOSE WARRANTIES.

DVC'S REPAIR WARRANTY SHALL NOT, AND IS NOT INTENDED TO, IN ANY WAY ENLARGE THE SCOPE OF A MANUFACTURER'S WARRANTIES FOR ANY THIRD-PARTY PRODUCT THAT DVC SERVICES. IN ADDITION, 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.

### **2. LIMITED VALVE ASSEMBLY WARRANTY**

DVC is an authorized valve assembler for Emerson Automation Solutions ("Emerson") and for Kunkle relief valves. Subject to Section 3 below, DVC warrants that it will assemble Emerson and Kunkle valves in accordance with the manufacture's specifications and in a professional and commercially reasonable manner ("Valve Assembly Warranty"). THIS WARRANTY DOES NOT APPLY TO THE ASSEMBLY OF ANY OTHER VALVES, AND ANY AND ALL ASSEMBLY WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT DOES DVC'S VALVE ASSEMBLY WARRANTY EXTEND, OR SHALL BE CONSTRUED TO EXTEND, ANY WARRANTY OFFERED BY EMERSON AND/OR KUNKLE FOR AN EMERSON AND/OR KUNKLE VALVE THAT WE ASSEMBLE.

### **3. WARRANTY EXCLUSIONS**

The limited Repair Warranty and Valve Assembly Warranty specified above do *not* cover:

- Defects in workmanship attributable to, arising from, or related to any design specifications that you provide us.
- Defects in workmanship attributable to, arising from, or related to the design or materials, parts, or components of any item that we did not manufacture.
- Product malfunctions, failures, or defects attributable to, arising from, or related to any repair instructions or design specifications supplied by you and/or a third-party to DVC.
- Product malfunctions, failures, or defects attributable to, arising from, or related to the design or materials, parts, or components of any item that we did not manufacture.
- Defects in assembly attributable to, arising from, or related to a manufacture's specifications and/or instructions you supply us.
- Assembly nonconformities attributable to, arising from, or related to a manufacture's specifications and/or instructions you supply us.
- Damages of any kind attribute to, arising from, or related to the use of your repaired or assembled product, repair or assembly instructions, and/or design specifications.
- Any products 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 applicable instructions.
- Normal wear and tear.
- Scratches, dents, and cosmetic damage.
- Services for which we have not received full payment for.

### **4. REPAIR REPLACEMENT PARTS**

DVC may not be affiliated with the original manufacturer of a product brought in for repair. As such, DVC may not have access to original manufacturer parts. DVC may retain any replaced part or component and such part or component will become DVC's property. The replacement part will be yours.

### **5. DISCLAIMER OF ALL OTHER WARRANTIES AND REPRESENTATIONS**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, DVC DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS NOT STATED IN SECTIONS 1 AND 2 OF 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 MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF OUR REPAIR AND/OR ASSEMBLY SERVICE. WE DO NOT WARRANT, PROMISE, OR GUARANTEE THAT OUR REPAIR AND/OR ASSEMBLY SERVICE CAN OR WILL BE SUCCESSFUL OR ACHIEVE YOUR INTENDED RESULT OR PURPOSE OR OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DO NOT WARRANT THAT WE CAN OR WE WILL BE ABLE TO REPAIR YOUR PRODUCT. WE DO NOT WARRANT THAT ANY REPAIRED AND/OR ASSEMBLED PRODUCT CAN OR WILL COMPLY WITH FEDERAL, STATE, OR LOCAL LAW, REGULATION, OR ORDINANCE. WE DO NOT WARRANT THAT YOUR REPAIRED AND/OR ASSEMBLED PRODUCT 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 SECTIONS 1 AND 2 (AS APPLICABLE) ABOVE.**

## **6. EXCLUSIVE REMEDIES FOR BREACH OF REPAIR WARRANTY OR VALVE ASSEMBLY WARRANTY**

In the event of a breach of the Repair Warranty or Valve Assembly Warranty, we will, in our sole and exclusive discretion (1) re-perform service at no charge or (2) credit or refund the cost of service provided. **THESE REMEDIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH ABOVE.**

## **7. 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 OUR REPAIR AND/OR VALVE ASSEMBLY WARRANTY AND/OR OUR REPAIR OR ASSEMBLY SERVICES, 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**

**SERVICES GIVING RISE TO YOUR CLAIM. NOTWITHSTANDING THE PRECEDING SENTENCE, IN THE EVENT A PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN OUR CUSTODY, OUR LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SAID PRODUCT.**