



WARRANTY

McKenzie Valve & Machining, LLC

Warranty

McKenzie Valve & Machining, LLC (“MVM”) hereby warrants to the original purchaser of its products that the products manufactured by MVM shall be free of defects in materials and workmanship for a period of ten(10) years from the date of shipment (the “Warranty Period”) under normal use and service for the purpose for which they were sold. This warranty does not extend to any subsequent owner or other transferee of the products, unless otherwise agreed to by MVM in writing with such subsequent owner or other transferee. The Warranty Period is not extended if MVM repairs or replaces the product. MVM may change the availability of this warranty at its discretion, but any changes will not be retroactive.

This warranty covers only parts manufactured by MVM. It does not cover gaskets, fasteners, accessories, customer supplied products, or other articles or parts not manufactured by MVM. This warranty does not cover cosmetic issues such as dents, marring, fading of colors, discoloration, corrosion, or scratches that do not affect the product function.

This warranty shall be void if the product is not installed, operated, serviced, or maintained in accordance with MVM’s published instructions for the product or if the service is not within the published limits of the product. In addition, this warranty shall be void if the product(s) is in any way subjected to: 1) improper installation, storage, or use; 2) lack of proper preventative maintenance or service; 3) external causes such as accidents, damage, abuse, misuse, or other actions or events beyond MVM’s reasonable control; 4) abnormal operating conditions or applications; 5) repair by the Buyer or Buyer’s agent without the prior written consent of MVM; 6) the use in conjunction with third-party components by the Buyer or Buyer’s agent without prior written consent of MVM; 7) damage due to transportation; or 8) normal wear and tear.

With respect to any defect in materials or workmanship covered by this warranty, if Buyer notifies MVM in writing of the defect within (30) days after discovery and within the Warranty Period, MVM will, in its sole discretion, either (a) repair or replace the defective product free of charge, or (b) refund the original purchase price to Buyer.. Any claims not made within the Warranty Period are deemed waived by Buyer. Before returning any product or part hereunder, Buyer or Buyer’s agent must contact MVM for a Return Material Authorization number and arrange for transportation. MVM will not pay any transportation costs incurred without its prior written approval.

The remedies described above are the Buyer’s sole and exclusive remedies and MVM’s entire liability for any breach of this warranty. In no event will MVM be liable, whether in tort, contract, or otherwise, for any bodily injury, death or property damage resulting from or in any



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way arising out of any goods or services provided by MVM or their sale, use, or manufacture. The Buyer shall have no claim for downtime, labor, consequential damages of any kind, including but not limited to loss of profits or any other loss, damages, or expense. MVM shall not be liable for any costs for removal or installation of the product. MVM's liability shall never exceed the original purchase price of the product. *To the extent permitted by law, this warranty specifically excludes any direct, incidental, consequential, special, punitive or other damages of any kind in connection with the installation, operation, maintenance, repair, inspection or other use of any product purchased from MVM.*

No change in any provision in this warranty may be made without prior written agreement of an authorized officer of MVM.

This is MVM's only warranty. MVM makes no other warranty of any kind whatsoever, express or implied, including but not limited to, the implied warranties of merchantability and fitness for any particular purpose or use. MVM disclaims all warranties not stated herein.

This warranty is made a part of and incorporated into the MVM Terms and Conditions of Sale.