



MAC Valves Product Warranty Information

MAC VALVES Warranty, Warranty Limitations

The MAC Valves organization has established a reputation over many years for fulfilling the needs and requirements of the users of its products. All MAC Valves are quality products specifically designed and built for long and rugged service. For this reason, MAC Valves is able to provide the Buyer a limited warranty.

WARRANTY:

MAC Valves, Inc. hereby warrants to Buyer that, for a period of 18 months from the original date of shipment of each valve from our factory ("Warranty Period"), such valve will be free from significant defects in material and workmanship and will conform to all specifications agreed to by MAC Valves, Inc.. In addition, MAC Valves, Inc. warrants that the electrical coils on such valves will be free from significant defects in material and workmanship for their normal useful life. EXCEPT FOR THESE LIMITED WARRANTIES, MAC VALVES, INC. EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW) WITH RESPECT TO THE VALVES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE EXPIRATION, TERMINATION OR CANCELLATION OF ANY AGREEMENTS BETWEEN THE PARTIES RELATING TO THE PURCHASE OF THE VALVES.

WARRANTY LIMITATIONS:

This Warranty does not apply where the valves have been (i) subjected to abuse, misuse, damage, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by MAC Valves, Inc.; (ii) modified, reconstructed, repaired, or altered by persons other than MAC Valves, Inc. or its authorized representative; or (iii) used with any third-party product, hardware, software or other product that has not been previously approved in writing by MAC Valves, Inc. Additionally, this Warranty does not cover claims for labor, material, time or transportation, and does not apply to loss or damage caused by fire, theft, riot, explosion, labor dispute, act of God, or other causes beyond the control of MAC Valves, Inc.

EXCLUSIVE REMEDY:

The Buyer's sole remedy under this Warranty is limited to the replacement or rebuilding of any valve which does not conform to the warranties provided herein or, in MAC Valves, Inc.'s sole discretion, refund of the purchase price for the non-conforming valve. Buyer's remedy is conditioned on Buyer's compliance with its obligations under this Warranty. Valves that Buyer believes do not conform to this Warranty must be returned (with or without bases) transportation prepaid and received at our factory within the Warranty Period. If MAC Valves, Inc. determines that the valve is non-conforming and is otherwise covered by this Warranty, the rebuilt or replaced valve will be returned to the customer at the expense of MAC Valves, Inc. MAC VALVES, INC. WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.