



## VALVE WARRANTY

### **Standard Products and Services:**

L6, Inc. d/b/a Total Valve Systems, hereinafter called "Total Valve" warrants as follows:

**(a)** That each new Total Valve product and service is free from defects in material and workmanship if installed and used in accordance with ASME and other accredited agency certifications. Any valve repair/service not performed under ASME or accredited symbol has no implied or express warranty.

**(b)** That each new Total Valve product and service is fit for the purpose for which similar type product and services are ordinarily intended.

Purchaser shall be solely responsible for determining suitability for use and in no event shall Total Valve be liable in this respect.

**DURATION**—The warranty period shall begin on the date of shipment to the first purchaser and extend for twelve (12) months.

**EXCLUSIVE REMEDY**—Total Valve will repair or replace at its sole discretion, any product and service it finds to be defective under this warranty, upon return of the product and service, prepaid, to Total Valve at 1300 East Memphis, Broken Arrow, Oklahoma 74012 or any warehouse designated by Total Valve. Such repairs or replacements are clients exclusive remedy and Total Valve SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY OR ANY OTHER THEORY OR RECOVERY.

**DISCLAIMER**—Total Valve excludes from this warranty: compressor discharge applications; product and non-code products, services mounted on the discharge of an elbow, and failures due to corrosion, erosion, abrasion, cavitations, or other application related failures. Further, it is the end user's responsibility to account for environmental influences such as traffic, wind, earthquake or other external loadings, decomposition of unstable fluids, simultaneous loadings or loadings due to fluid weight. There are no warranties that extend beyond the terms hereof and no one is authorized to assume for TOTAL VALVE any other liability in connection with the sale of TOTAL product and services. This warranty supersedes all previous warranties.

### **CUSTOM VALVE WARRANTY (manufactured valves to customer specifications):**

Total Valve personnel shall perform the services in accordance with the care, skill, and diligence of applicable industry standards currently recognized as of the date of the execution of this agreement. Total Valve disclaims all other warranties, presentations and statements, express or implied, statutory or otherwise. No oral or written information or advice given by Total Valve or its agents, Representatives or employees, shall create a warranty or in any way increase the scope of these warranties and the client may not rely on any such information or advice unless it is set forth in writing, signed by an authorized officer of Total Valve.

**TERMS AND CONDITIONS OF SALE EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY AND FREEDOM FROM PATENT INFRINGEMENT ARE EXCLUDED.**

**Terms:** Net 30 days with approved credit.

**Prices:** FOB FACTORY, BROKEN ARROW, OKLAHOMA. All prices are subject to change without notice. Any manufacturers' or sales tax or use tax payable on any transaction under any effective statutes will be added to the price of the goods.

**Shipment Data:** All statements of prospective shipping dates are estimates made in good faith. Maximum effort will be made to ship within the time estimated.

**Design:** We reserve the right to make design changes without notice.

**Returns:** All returns must be factory authorized within one year of purchase and are subject to restocking charges. Special product and services, and product and services with permanent tags attached, are not returnable. Contact the factory for a Return Material Authorization form.

**Cancellations:** Firm orders which have been accepted are subject to cancellation charges.