

## **Little Firefighter's Limited Warranty and Remedies**

For all purchases/uses within the City of Los Angeles, State of California, Little Firefighter warrants that the VAGV-Series Valve and/or AGV-Series Valve (the "Product") shall be free from defective materials and workmanship for a period of thirty (30) years from the date of installation. For purchases/uses outside of the City of Los Angeles, State of California, including international purchases/uses, Little Firefighter warrants that the Product shall be free from defective materials and workmanship for a period of five (5) years from the date of installation. The user's sole and exclusive remedy against Little Firefighter for any defective Product is limited to the repair or replacement of the defective Product.

Little Firefighter may elect which remedy or combination of remedies to provide in its sole discretion. In no event will Little Firefighter be liable for any other costs associated with replacement of the Product, such as costs of removal or installation. Little Firefighter shall have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. This limited warranty applies to repaired or replaced Products for the balance of the applicable period of the original warranty or sixty (60) days from the date of shipment of a repaired or replaced Product, whichever is longer.

This limited warranty covers only the original purchaser/end user, and not any resale, retail sale, or wholesale of the Product. This limited warranty is contingent upon the return of a properly completed product warranty registration card (enclosed herewith) to Little Firefighter, and/or the submission of proper proof of the original purchase from Little Firefighter, including a copy of the original purchase receipt/invoice.

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE NOT EXPRESSLY STATED HEREIN, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

No Product may be returned directly without first contacting Little Firefighter for a Return Material Authorization ("RMA") number. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to user at user's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in a proper shipping container. To request an RMA, please call (714) 834-0410 or write to Little Firefighter Corp. 204 S. Center St. Santa Ana, CA 92703.

Little Firefighter's liability, whether under theories of breach of contract or warranty, negligence, or strict liability, shall be limited to repairing or replacing parts/materials found by Little Firefighter to be defective, or at Little Firefighter's option, to refund the purchase price of such product. In no event shall Little Firefighter be liable to user or any third party for any incidental, indirect, special or consequential damages, including without limitation, loss of use, income, or profit, and any and all other injuries or damages to any person or property, arising out of or in connection with the Product or this limited warranty, whether or not Little Firefighter was advised of the possibility of such damages. Little Firefighter's entire liability for any defective Product shall in no event exceed the original purchase price for the defective Product. This limitation applies even if Little Firefighter cannot or does not repair or replace any defective Product.

This limited warranty shall be null and void in the event of misuse, abuse, unsafe operation of the Product, attempted repairs or alterations to the Product by anyone other than Little Firefighter, failure to have the product installed by a qualified installer and tested every five years in accordance with Little Firefighter's instructions on installation and operational testing enclosed herewith, or any other reason not due to defect in materials or workmanship. This is the full extent of Little Firefighter's limited warranty.

It is the responsibility of the user to make sure the Product is properly installed, maintained, functionally tested and protected from damage or loss due to system failure. The user is responsible for safe re-start of gas pilot lights.

This limited warranty shall be governed by and interpreted in accordance with, and disputes shall be governed by, the laws of the State of California, excluding its conflict of law rules. The Superior Court of the County of Los Angeles or the United States District Court for the Central District of California shall have jurisdiction and venue over any and all actions, claims, controversies or disputes arising out of, or relating to, the Product or this limited warranty, including international sales. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any international sales of the Product, and is hereby expressly disclaimed.