

**AMERICAN Flow Control**



---

# **SECTION 9**

---

**WARRANTY**



## AMERICAN Flow Control LIMITED 10 YEAR PRODUCT WARRANTY

AMERICAN Flow Control (AFC) warrants that the products covered hereby conform to the description and specifications, if any, on the face hereof, and are free from defects in materials and workmanship, for a period of ten (10) years from the date the products are first shipped. All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose. Any certifications required by specific standards, specifications, and/or laws, codes, or regulations must be disclosed to AMERICAN Flow Control prior to the time the order is placed with seller. AMERICAN Flow Control shall not be responsible for any certifications or requirements not specifically incorporated into the order. AMERICAN Flow Control's sole liability (and buyer's exclusive remedy) hereunder, either for breach of warranty or for negligence, is expressly limited at the option of AMERICAN Flow Control:

(A) To the replacement at the agreed point of delivery of any products found to be defective or not to conform to the description and specifications set forth herein,

(B) To the repair of such products, or

(C) To the refund or crediting to buyer of the price of such products, or

(D) As to motors, controls, manual actuators, technology appurtenances, network connected items (including the AFC Semper®), locking or anti-tampering devices (including the AFC Captivater®) and/or accessories purchased by AMERICAN Flow Control from other suppliers and used or incorporated in AMERICAN Flow Control's products. AMERICAN Flow Control's warranty shall only apply to the extent of the supplier(s) warranty to AMERICAN Flow Control for such motors, controls, manual actuators, technology appurtenances, network connected items, locking or anti-tampering devices and/or accessories.

Anything contained herein to the contrary notwithstanding, AMERICAN Flow Control's warranties shall not apply to:

(A) Any product sold hereunder if buyer alters the product or replaces any part or parts of such product with any part or parts not manufactured, sold or offered for sale by AMERICAN Flow Control, or

(B) Damage to the products caused by exposure to the adverse service conditions, including the following:

- (i) Highly corrosive conditions;
- (ii) Excessive quantity of chemicals or chemicals not typically used in connection with the use of the products;
- (iii) Abrasive or damaging hydraulic or mechanical conditions; or
- (iv) Other damaging conditions not normally encountered in connection with the normal use of the products.

No representation or warranty, express or implied, made by any sales representative or other agent or representative of AMERICAN Flow Control, which is not specifically set forth herein, shall be binding upon AMERICAN Flow Control. In the event the material to be furnished hereunder is claimed to be defective, AMERICAN Flow Control shall be given ample opportunity for inspection or, upon request, be furnished with a sample.

AMERICAN Flow Control shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold.