Mueller Canada

**Reliable Connections**<sup>®</sup>

## LIMITED WARRANTY

## 10-Year Limited Warranty Mueller<sup>®</sup> Resilient Wedge Gate Valves 2361 and 2362 Series

Mueller Canada, Ltd. (Mueller) warrants each of its Resilient Wedge Gate Valves Series 2361 and 2362 to be free from defects in material and workmanship for a period of ten (10) years from the date of shipment, provided that such Resilient Wedge Gate Valve was both: (1) under normal use and service and used for the purposes and under the conditions for which these Resilient Wedge Gate Valves are intended; and (2) installed and maintained according to Mueller's instructions and applicable local codes.

Mueller's obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any such Resilient Wedge Gate Valve is proven to have failed to conform to the above stated warranty, then Mueller, at its sole option, shall refund, repair, or replace the defective Resilient Wedge Gate Valve (F.O.B. the point of manufacture). Mueller shall have the right to inspect the Resilient Wedge Gate Valve for which a claim is made under this warranty. If Mueller requests such an inspection, then the purchaser shall return the Resilient Wedge Gate Valve to Mueller, transportation prepaid.

This warranty does not cover failure of any product caused by external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave. The purchaser shall assume all responsibility and expense for removal, reinstallation and shipping charges in connection with this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL MUELLER BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. FURTHER, MUELLER HEREBY LIMITS ITS TOTAL LIABILITY TO THE VALUE OF RESILIENT WEDGE GATE VALVE SOLD.

Nick Peyton, Vice President Product Managemer/t, Marketing, & International Sales 01/01/2017

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