



LIMITED WARRANTY

1-Year Limited Warranty Mueller® UL/FM Swing Check Valves

Mueller Co. LLC ("Mueller") warrants each of its Mueller® UL/FM Swing Check Valves to be free from defects in material and workmanship (the "Warranty") for a period of one (1) year from the date of shipment from Mueller to Buyer (the "Warranty Period"). This Warranty is in effect provided that such UL/FM Swing Check Valve was both (1) under normal use and service and used for the purposes and under the conditions for which it is intended; and (2) installed and maintained according to Mueller's instructions and applicable local codes.

Mueller's obligations under this Warranty are conditioned upon receipt of prompt written notice of the defect from the Buyer to Mueller during the Warranty Period. If any Mueller manufactured product is proven to have failed to conform to the above stated Warranty, then Mueller, at its sole option, shall repair, replace or refund the unit purchase price of any product which is non-conforming to the Warranty due to Mueller's defective workmanship or defective material. Mueller shall have the right to inspect the product for which a claim is made under this Warranty. If Mueller requests such an inspection, then the Buyer must return the product to Mueller, transportation prepaid.

This Warranty does not apply to products that have defects or failures resulting from (a) Buyer's design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Mueller; (c) external forces, such as, but not limited to, acts of God or the elements, accident, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Mueller's instructions, common practice, and/or applicable laws; and (e) unauthorised alterations, modifications or repairs by any party other than Mueller. Buyer shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this Warranty.

Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, be incorporated into, be attached to or packaged together with, the products. Third-Party Products are not covered by the Warranty.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MUELLER'S SOLE AND EXCLUSIVE OBLIGATIONS, FOR A NON-CONFORMING PRODUCT UNDER THIS WARRANTY. THIS WARRANTY IS IN LIEU OF, AND MUELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, OR OTHERWISE. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY MUELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY THEREUNDER.

UNDER NO CIRCUMSTANCE SHALL MUELLER BE RESPONSIBLE OR LIABLE TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES, OR FOR ANY AND ALL OTHER DAMAGES, LOSS OR EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

NOTWITHSTANDING THE FOREGOING OR ANY OTHER CLAIM OR OBLIGATION, MUELLER'S MAXIMUM AGGREGATE OBLIGATION TO BUYER SHALL NOT EXCEED THE UNIT PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM.

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