

Warranty for Residential Gas Connectors

1. WARRANTIES AND REMEDIES

a. Limited Warranty

Dormont Manufacturing Company ("Seller") warrants to Buyer that it holds and will pass marketable title to Yellow or Black powder-coated residential Antimicrobial Residential Connector (the "Product") sold hereunder. Seller further warrants to Buyer that the Product will be free from defects in material and workmanship during the life of the equipment to which the Product is originally connected or installed. Seller warrants to Buyer that any uncoated stainless-steel residential Antimicrobial Residential Connector and any components of any residential Antimicrobial Residential Connector manufactured by Seller other than the Product will be free from defects in material and workmanship for a period of two (2) years from tender of delivery to Buyer. For items not manufactured by Seller, the only warranty extended is that of the manufacturer or suppliers, if any.

b. Exclusions and Conditions

Seller's obligations with respect to the express warranties and remedies contained herein are conditioned on the following: (i) Seller's liability and Buyer's exclusive remedy is expressly limited to Seller's replacement of the Product or components at Seller's cost (excluding labor and freight); it being understood such replacement will be made only upon return of the defective item in accordance with Seller's shipping instructions and return authorization and subject to Seller's inspection; (ii) Buyer shall not assign its rights under these express warranties and any attempted assignment shall render such warranties, but not any disclaimers or limitations, null and void and the Product and components shall be assigned AS IS; and (iii) the Product and components shall be carefully inspected for damage by Buyer upon receipt, be installed by individuals trained and certified as professionals with respect to such installation, and be installed, used, repaired and maintained by Buyer in accordance with local codes or regulations, standards set by American National Standard Institute and/or American Gas Association Standards. This limited warranty shall apply only to the original installation of the Product and components only and the express warranties and remedies contained herein shall not apply to, and shall be null and void and of no further force or effect upon, damage and/or failure of the Product or components caused by or resulting from shipping; improper or unauthorized handling, installation, alteration or repair; misuse, abuse or other occurrences or conditions other than normal use thereof; application or conformity to local codes or regulations not previously made known to Seller; or accident or other casualty.

OTHER THAN THE ABOVE LIMITED WARRANTY, SELLER MAKES NO ADDITIONAL WARRANTY OF ANY KIND, AND SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY (INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

2. DISCLAIMER OF IMPLIED WARRANTIES

SELLER GIVES NO WARRANTIES TO BUYER EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. SELLER DISCLAIMS ALL OTHER WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. LIMITATIONS OF LIABILITY

The following limitations of Seller's liability are acknowledged by Buyer to be fair and reasonable and shall apply to any act or omission hereunder, and to any breach of this limited warranty.

a. Disclaimer of Damages

In no event shall Seller be liable for special, indirect, consequential or incidental damages, whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability. Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties. Some states do not allow the exclusion or limitation of incidental or consequential damages, or any limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

b. Notice and Time of Claims

(i) Buyer agrees to check and inspect all products against shipping papers and for damage or shortage upon receipt of goods at destination; (ii) Every claim for loss, damage in transit, or other cause visible upon inspection shall be made with carrier. Claims for shortage must be made within five (5) days of receipt; (iii) Buyer expressly waives the statute of limitations and agrees that any legal proceeding for any breach of this limited warranty shall be waived unless held within two (2) years after the accrual of the cause of action therefor.

