



M & H VALVE COMPANY

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M&H C-508 CHECK VALVES

January 1, 2009

RE: Limited Warranty and Limitation of Liability

- A. Seller warrants that its products and parts, when shipped, will meet all applicable specifications and other specific product requirements (including those of performance), if any, of this agreement, will be good quality and will be free from defects in material and workmanship. All claims for defective products or parts under this warranty must be made in writing immediately upon discovery and, in any event, for a period of 1 year on check valves from shipment of the applicable item. Defective items must be held for Seller's inspection and return to the original f.o.b. point upon request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.
- B. Upon Buyer's submission of a claim as provided above and its substantiation. Seller shall at its option either (i) repair or replace its product or part of the original f.o.b. point of delivery or (ii) refund an equitable portion of the purchase price.
- C. The foregoing is Seller's only obligation and Buyer's only remedy for breach of warranty, and except for gross negligence, willful misconduct, and remedies permitted under the PERFORMANCE, INSPECTION AND ACCEPTANCE and the PATENTS Causes hereof, the foregoing is buyer's only remedy hereunder by way of breach of contract, tort or otherwise. In no event shall Buyer be entitled to incidental or consequential damages. Any action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.