

Merrill Manufacturing Limited Warranty  
To The Original Purchaser

Merrill Manufacturing Company (herein after called "Merrill") warrants the products manufactured by us to be free from functional defects for a period of **ONE YEAR** from the date of shipment by Merrill to the **ORIGINAL PURCHASER ONLY**. This warranty is applicable under normal use and service provided its products are installed, used and maintained in accordance with Merrill instructions, limitations issued by Merrill, and all applicable local codes. The obligation under this warranty is limited to replacing or repairing, without charge, any part manufactured by Merrill proven to be defective at the time of shipment. Immediate written notification must be given by the purchaser to Merrill upon discovery of alleged defect. The company retains the right to have the product returned freight prepaid to establish a claim. All warranty replacements or refunds will be issued to original purchaser only, unless specifically agreed to by Merrill.

This warranty does not cover or apply to any products or material supplied by but not manufactured by Merrill and is limited to actual warranty extended to Merrill by its supplier.

This warranty shall not apply if the product has been modified or altered in any way by others. Merrill will make no allowance for such alterations unless authorized in writing by the company prior to such alterations. In no event shall the company be liable for expenses necessary for the removal or reinstallation of any product supplied by Merrill, or for any damages to other property or equipment resulting from the removal or installation of such product.

The foregoing warranty is only applicable to manufactured products by Merrill and any previous agreements, representations or warranties, oral or written are hereby canceled. No other express or implied warranties shall apply, including but not limited to implied warranties of merchantability and fitness to a particular use.

Merrill's total responsibility for damages whether arising in contract or tort arising out of or relating to its performance or the products covered hereunder, shall be limited to the contract price of the product. In no event shall Merrill be liable for any incidental or consequential damages such as loss of profit, loss of use of production or other facilities or equipment or any expenses incurred in reliance on the company's equipment whether suffered by the buyer or a third party. In no event shall Merrill be liable for expenses necessary to remove or reinstall any product supplied by Merrill, or for any damages to other property or equipment resulting from any such removal or reinstallation, without written consent from Merrill for a specific installation prior to original installation. Nothing in this paragraph shall in any way be construed to affect the liability the company may have for personal injury of any third party. Damages resulting from improper storage, improper handling, freezing, improper installation, fire, or any act of God will not be considered by Merrill as its liability. Merrill will not assume any expense or liability for repairs or modifications made to its products outside its facilities, without a written consent. Equipment and accessories used with the company product and supplies by other manufacturers are not warranted. Any complaint, controversy, or claim arising out of or relating to this warranty, or the breach thereof, shall first be communicated to Merrill's home office in Storm Lake, Iowa.

**Under no circumstances** should Merrill frost proof yard hydrants be installed where the hydrant is allowed to drain into a water well or the drain water is allowed to come into contact with any drinking water supply. Merrill disclaims all liability of any kind and voids the hydrant warranty for installations of this product where it can or could drain back into a drinking water supply.

Merrill products are not designed or engineered for use in a nuclear facility, or in conjunction with any nuclear facility or support facility. Use of any Merrill products in any such applications is a misuse of these products and voids all warranties contained herein, expressed and implied, of merchantability and fitness for a particular purpose.

April 2003