

LEGEND WARRANTY

LIMITED WARRANTY (NON-CONSUMER PRODUCTS)

Legend Valve and Fitting's **limited warranty** warrants each valve to be free of defects in materials and workmanship for a period of 5 years from the date of purchase when properly installed and operated under normal use and service. Should one of these valves be proven defective, Legend will replace the defective valve free of charge and pay directly to the installing contractor \$25 for the cost of installation, which shall be the sole and exclusive remedy. This **limited warranty** is in lieu of all other warranties, express or implied, including the any warranty of **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED**. Legend will not be liable to any buyer for any incidental, consequential, or special damages including, without limitation, lost revenues and profits, mold intrusion, or water damage.

Legend Valve does NOT warrant against failure of any valve for any valve used for any purpose other than a purpose authorized by Legend Valve or damage to the valve caused by abuse, misuse, tampering, neglect, or natural disasters. Legend does NOT warrant against failure of any valve due to external causes where external, physical or chemical qualities produce damage to the product such as, without limitation, variations in water quality, aggressive water, or an unsuitable or hostile environment.

In the event a defect occurs that is believed to be covered by this warranty, Legend Valve Customer Services should be contacted immediately, either in writing or by telephone at 800-752-2082. Instructions will be given to return the valve, at the owner's expense, to Legend Valve or an authorized representative for inspection. In the event inspection of the valve discloses that it is defective, a replacement shall be mailed free of charge to the installing contractor together with payment of \$25 for the cost of installation, which shall be the sole and exclusive remedy. Some states or countries do not allow for the exclusion or limitation of incidental or consequential damages so these limitations may

not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country. This warranty is applicable to Non-Consumer products only. For warranty provisions that apply to consumer, personal, family or household products, please see the following section entitled “LIMITED WARRANTY (CONSUMER PRODUCTS).”

LIMITED WARRANTY (CONSUMER PRODUCTS)

Legend Valve warrants Consumer Products (personal, family or household products) to be free from defects in workmanship and material, and Legend Valve will, without charge, repair the returned product which, upon inspection at Legend Valve’s facility, is found to have a defect, provided written notice that the valve is defective and a description of the defect is given to Legend Valve by the buyer and the product is returned within 12 months after date of purchase. Notices and returns are to be made to Legend Valve, 300 N. Opdyke Rd., Auburn Hills, MI 48326. Buyer’s remedy for breach of this warranty is limited to replacement of the returned product with an identical or conforming product.

Legend Valve does NOT warrant against failure of any valve for any valve used for any purpose other than a purpose authorized by Legend Valve or damage to the valve caused by abuse, misuse, tampering, neglect, or natural disasters. Legend does NOT warrant against failure of any valve due to external causes where external, physical or chemical qualities produce damage to the product such as, without limitation, variations in water quality, aggressive water, or an unsuitable or hostile environment. Damages and/or labor charges incurred by the buyer incidental to the replacement are not included and are specifically negated. Legend Valve shall not be liable for incidental or consequential damages of any kind. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT THE LIMITATION ON EXCLUSION MAY NOT APPLY TO YOU. This warranty is extended only to the original retail purchaser of the product and that purchaser’s lawful successors utilizing the product for personal, family or household purposes for the balance of the warranty period. Any implied warranties construed to be applicable under State laws are limited to both the time and terms of this express Limited Warranty. Where State laws may vary, return or replacement of products shall be in accordance with applicable law, as appropriate.

This warranty is applicable to Consumer products only. For warranty provisions that apply to non-consumer, personal, family or household products, please see the preceding section entitled “LIMITED WARRANTY (NON-CONSUMER PRODUCTS).”