



AQ Matic Valve & Controls Company, Inc.

AQ Matic Valve & Controls Limited Warranty

AQ Matic Valve & Controls Company, Inc provides **warranty to the original purchaser** that its Products and Parts will be free from defects in materials and workmanship under normal use beginning on the date of manufacture continuing for **3 years**. This warranty is subject to exclusions as follows:

1. Problems resulting from failure to comply with installation, operation or maintenance instructions or drawings, or improper installation, operation or maintenance.
2. Failure of a Product or Part caused by friction, wear, or chemical attack on Wear Parts including diaphragms, discs, and o-rings.
3. Damage caused by acts of nature or problems resulting from abuse, misuse, negligence or accident.
4. Damage due to impacts, corrosive liquids, gases, or chemicals.
5. Problems resulting in whole or in part from alteration, or modification of the Product and Parts.
6. Labor to install warranted parts and trip charges including mileage are the responsibility of the system owner.

OUR WARRANTY OBLIGATIONS

Should a defect in workmanship or materials become evident during the applicable warranty period, then as our sole obligation and in full satisfaction of any warranty claim, we will issue a credit in the amount of the original purchase price of the Product or Part, or, at our option, repair or replace the defective Product or Part. The terms of this warranty are subject to the laws and regulations of the country in which the Product or Part was purchased.

PROCEDURE FOR OBTAINING WARRANTY

- A. We extend warranties solely to direct transactional customers of AQ Matic Valve & Controls Company, Inc. All secondary customers of these Products and Parts must submit warranty claims with their direct suppliers.
- B. The original purchaser from AQ Matic Valve & Controls shall be responsible for handling all warranty claims with the dealer or end user, as applicable. After such warranty claims have been settled, the original purchaser shall seek remedy from AQ Matic Valve & Controls; provided, however, that the value of the remedy, whether in the form of repair, replacement, or account credit, shall not exceed the purchase price paid by the original purchaser from AQ Matic Valve & Controls.
- C. In order to obtain the benefits of this Limited Warranty, a Return Material Authorization (RMA) must be requested by contacting AQ Matic Valve & Controls customer care. Defective Products or Parts shall be returned as soon as possible after discovery of the material defect, but in no event later than three years from date of manufacture. The subject Product or Part must be returned, freight prepaid, along with a letter stating the model number, serial number, if any, the date of purchase of the item which is claimed and a description of the problems encountered. AQ Matic Valve & Controls is not responsible for any cost of shipping or transportation incurred in connection with the return of the Product or Part. Product returned in a manner that does not ensure integrity during shipment may not be covered by warranty.





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- D. For warranty claims that include property damage or bodily injury, notify AQ Matic Valve & Controls of such claim. Do not settle any Product or Part warranty claim involving bodily injury or property damage without our written consent to do so.
- E. In all instances of a Product or Part warranty claim, and prior to providing any warranty remedy:
 - a. Notify us in writing of the warranty claim within five (5) business days of your receipt of the claim
 - b. Investigate the claim, which may include taking or requesting digital photographs of the installed Product or Part, verifying proper installation, or other means of validating the claim and verifying the damages claimed
 - c. Return the defective Product to AQ Matic Valve & Controls per RMA instructions provided
 - d. For those claims involving bodily injury or property damage, cooperate with us and provide requested information for us to complete our investigation.

NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AQ Matic VALVE & CONTROLS COMPANY, INC DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT(S), PART(S) AND ANY ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AQ Matic VALVE & CONTROLS COMPANY, INC. BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, EXPENSES SUCH AS LABOR OR MATERIAL CHARGES INCURRED IN CONNECTION WITH THE REMOVAL OR REPLACEMENT OF THE PRODUCT(S) OR PART(S), SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR BODILY INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE DEFECTIVE PRODUCT(S) OR PART(S), EVEN WHERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AQ Matic VALVE & CONTROLS COMPANY, INC. ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT(S) OR PART(S).

