

LIMITED WARRANTY FOR BRASS and BRONZE BALL VALVES and BRASS CHECK VALVES

Limited Warranty for Residential and Commercial Applications

Rubinetterie Bresciane Bonomi Spa (“RB”) warrants to the initial purchaser in the United States and Canada which includes only distributors, wholesalers and licensed installers (each an “initial purchaser”) that RB BRASS and BRONZE BALL VALVES and BRASS CHECK VALVES (each a “valve”) when properly installed in accordance with the published RB recommendations and standard industry practice in non-industrial applications and under normal conditions of use, will be free of defects in material and workmanship for a period of five (5) years from the date of initial purchase. Should any failure to conform to this warranty appear before the five (5) year anniversary of the date of initial purchase, RB will, upon written notification and conformance with the procedures set forth below, reimburse the initial purchaser for the repair and/or replacement of the valve.

In the event any defect occurs which is believed to be covered by this limited warranty, it is the responsibility of the claimant to (1) obtain and pay for reasonable and related repairs and/ or replacement, and (2) keep the valve claimed to be defective. Promptly after the date of such defect (and no later than thirty (30) days after the date of such defect), the claimant shall contact the initial purchaser of the valve in writing to obtain a Return of Material Authorization (“RMA”). The claimant should be prepared to ship to the address indicated in the RMA, at claimant’s expense, the valve claimed to be defective and the initial purchaser should document the initial date of purchase. Within a reasonable time after receiving the claimed item, RB will investigate the reason for the alleged defect. RB will notify the initial purchaser in writing of the results of its review. In the event that RB determines that a defect in the valve occurred and that this warranty applies, the SOLE AND EXCLUSIVE REMEDY under this warranty shall be reimbursement for reasonable and related repairs and/or replacement of the defective item.

This limited warranty DOES NOT apply if the defect or any resulting damage is caused by:

1. any products, parts or components which are not manufactured or sold by RB;
2. any products, parts or components which are used for purposes other than a purpose authorized by RB;
3. the improper design, installation, inspection, or testing of the valve and/or the failure to install the valve in accordance with the published RB recommendations in effect at the time of the installation and/or the failure to install the valve in accordance with applicable code requirements and standard industry practice;
4. improper handling and protection of the valve prior to and during installation, inadequate freeze protection, exposure to water pressures or temperatures or in applications outside acceptable operating conditions indicated in the installation manual;
5. acts of nature such as, but not limited to, earthquakes, fire, flood, or lightning;
6. external environmental causes, such as water quality variations, aggressive water, or other external chemical or physical conditions;
7. normal wear and tear of moving part; or

8. any other cause beyond the reasonable control of RB.

RB SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY OTHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE (BY WAY OF EXAMPLE BUT NOT LIMITATION, WATER DAMAGE OR PROPERTY OR MOLD REMEDIATION) OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR LOST PROFIT, UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. THE LIABILITY OF RB UNDER THIS LIMITED WARRANTY IS SOLELY LIMITED TO THE REPAIR AND/OR REPLACEMENT OF THE VALVE THAT HAS BEEN DETERMINED BY RB TO CONTAIN A DEFECT IN MATERIAL OR WORKMANSHIP.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY FOR THE VALVE PROVIDED BY RB AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Other than this limited warranty, RB does not authorize any person or firm to create for it any other obligation or liability in connection with the valve.

This Limited Warranty gives you specific legal rights and you also may have other rights which may vary from state to state. This warranty shall be interpreted and applied under the law of the state in which the product is sold.

Limited Warranty for Industrial Applications

Industrial applications are defined as non-residential and non-commercial applications not normally accessible to the general public, including manufacturing, mining, process or fabrication environments.

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In the event any defect occurs which is believed to be covered by this limited warranty, it is the responsibility of the claimant to (1) obtain and pay for reasonable and related repairs and/ or replacement, and (2) keep the valve claimed to be defective. Promptly after the date of such defect (and no later than thirty (30) days after the date of such defect), the claimant shall contact the initial purchaser of the valve in writing to obtain a Return of Material Authorization ("RMA"). The claimant should be prepared to ship to the address indicated in the RMA, at claimant's expense, the valve claimed to be defective and the initial purchaser should document the initial date of purchase. Within a reasonable time after receiving the claimed item, RB will investigate the reason for the alleged defect. RB will notify the initial purchaser in writing of the results of its review. In the event that RB determines that a defect in the valve occurred and that this warranty

applies, the **SOLE AND EXCLUSIVE REMEDY** under this warranty shall be reimbursement for reasonable and related repairs and/or replacement of the defective item.

This limited warranty **DOES NOT** apply if the defect or any resulting damage is caused by:

1. any products, parts or components which are not manufactured or sold by RB;
2. any products, parts or components which are used for purposes other than a purpose authorized by RB;
3. the improper design, installation, inspection, or testing of the valve and/or the failure to install the valve in accordance with the published RB recommendations in effect at the time of the installation and/or the failure to install the valve in accordance with applicable code requirements and standard industry practice;
4. improper handling and protection of the valve prior to and during installation, inadequate freeze protection, exposure to water pressures or temperatures or in applications outside acceptable operating conditions indicated in the installation manual;
5. acts of nature such as, but not limited to, earthquakes, fire, flood, or lightning;
6. external environmental causes, such as water quality variations, aggressive water, or other external chemical or physical conditions;
7. normal wear and tear of moving part; or
8. any other cause beyond the reasonable control of RB.

RB SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY OTHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE (BY WAY OF EXAMPLE BUT NOT LIMITATION, WATER DAMAGE OR PROPERTY OR MOLD REMEDIATION) OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR LOST PROFIT, UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. THE LIABILITY OF RB UNDER THIS LIMITED WARRANTY IS SOLELY LIMITED TO THE REPAIR AND/OR REPLACEMENT OF THE VALVE THAT HAS BEEN DETERMINED BY RB TO CONTAIN A DEFECT IN MATERIAL OR WORKMANSHIP.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY FOR THE VALVE PROVIDED BY RB AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Other than this limited warranty, RB does not authorize any person or firm to create for it any other obligation or liability in connection with the valve.

This Limited Warranty gives you specific legal rights and you also may have other rights which may vary from state to state. This warranty shall be interpreted and applied under the law of the state in which the product is sold.