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# WARRANTY

## Limited Warranty

Air Valves and Check Valves as supplied by Cla-Val, are warranted for one year from date of shipment against manufacturing defects in material and workmanship that develop in the service for which they are designed, provided the products are installed and used in accordance with all applicable instructions and limitations issued by Cla-Val. Electronic components manufactured by Cla-Val are warranted for one year from the date of shipment.

We will repair or replace defective material, free of charge, which is returned to our factory, transportation charges prepaid, provided that, after inspection, the material is found to have been defective at time of shipment. This warranty is expressly conditioned on the purchaser's giving Cla-Val immediate written notice upon discovery of the defect.

Components used by Cla-Val but manufactured by others, are warranted only to the extent of that manufacturer's guarantee.

This warranty shall not apply if the product has been altered or repaired by others, and Cla-Val shall make no allowance or credit for such repairs or alterations unless authorized in writing by Cla-Val.

## Disclaimer of Warranties and Limitations of Liability

The foregoing warranty is exclusive and in lieu of all other warranties and representations, whether expressed, implied, oral or written, including but not limited to any implied warranties or merchantability or fitness for a particular purpose. All such other warranties and representations are hereby cancelled.

Cla-Val shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. Cla-Val shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product. Cla-Val shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data and services. No representative of Cla-Val may change any of the foregoing or assume any additional liability or responsibility in connection with the product. The liability of Cla-Val is limited to material replacements F.O.B. Newport Beach, California.

# TERMS OF SALE

## Terms Of Sale

### Acceptance Of Orders

All orders are subject to acceptance by our main office at Newport Beach, California.

### Credit Terms

Credit terms are net thirty (30) days from date of invoice.

### Purchase Order Forms

Orders submitted on customer's own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

### Product Changes

The right is reserved to make changes in pattern, design or materials when deemed necessary, without prior notice.

### Prices

All prices are F.O.B. Newport Beach, California unless expressly stated otherwise on our acknowledgement of the order. Prices are subject to change without notice. The prices at which any order is accepted are subject to adjustment to the Seller's price in effect at the time of shipment. Prices do not include sales, excise, municipal, state or any other Government taxes. Minimum order charge \$100.00

### Responsibility

We will not be responsible for delays resulting from strikes, accidents, negligence of carriers, or other causes beyond our control. Also, we will not be liable for any unauthorized product alterations or charges accruing therefrom.

### Risk

All goods are shipped at the risk of the purchaser after they have been delivered by us to the carrier. Claims for error, shortages, etc., must be made upon receipt of goods.

### Export Shipments

Export shipments are subject to an additional charge for export packing.

### Returned Goods

1. Customers must obtain written approval from Cla-Val prior to returning any material.
2. Cla-Val reserves the right to refuse the return of any products.
3. Products more than six (6) months old cannot be returned for credit.
4. Specially produced, non-standard models cannot be returned for credit.
5. Rubber goods such as diaphragms, discs, o-rings, etc., cannot be returned for credit, unless as part of an unopened vacuum sealed repair kit which is less than six months old.
6. Goods authorized for return are subject to a 35% (\$100 minimum) restocking charge and a service charge for inspection, reconditioning, replacement of rubber parts, retesting, repainting and repackaging as required.
7. Authorized returned goods must be packaged and shipped prepaid to Cla-Val, 1701 Placentia Avenue, Costa Mesa, California 92627.