

AMERICAN VALVE TERMS, CONDITIONS & WARRANTY

SELLING POLICY

The possession of this catalog and or price lists by any person is not to be construed as an offer to sell him or anyone, the items listed herein at the price indicated. We reserve the right to limit quantities and accept all orders subject to our ability to fill. Our minimum order is \$100 net.

We will acknowledge the receipt of your order; however our acknowledgment does not constitute an agreement to fulfill or ship same in any specified time or at prices other than those in effect at the time of shipment or to fulfill same on items or products not in production. Our conditions and terms of sale are per the current price list at the time of the sale and no waiver, alteration or modification of these terms and conditions whether on buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of Seller.

CANCELLATIONS

Orders accepted by Seller cannot be countermanded, cancelled, changed, or deliveries deferred except with the Seller's consent and upon terms that will indemnify Seller against loss.

RETURNED GOODS

We reserve the right to refuse acceptance of material returned without our written permission. Transportation charges must be prepaid on return shipments and our acceptance of same is subject to a 20% charge for rehandling plus any outgoing freight charges and any costs to put material into saleable condition. We reserve the right to issue merchandise credits for returned materials.

CLAIMS

Claim for shortage must be made within 20 days after receipt of shipment. Any shortage or damage should be noted on B/L or transport receipt when signing. Our proof of shortage is by weight of shipment and shortage claims are subject to such weight.

TERMS OF PAYMENT

2% cash discount, if paid on or before the 10th of the month following the date of invoice. A service charge of 1 1/2% per month will be charged on past due accounts beyond 30 days from date of invoice.

FREIGHT TERMS

Brass, Thermoplastic, HotStop, and Ameri-Connect Couplings	Full freight allowed on single orders of \$1250 or more within the continental United States (excluding Alaska & Hawaii)
3700 Series ball valves	May be combined with the above products to meet freight minimum in states east of Colorado
4000 Series ball valves	No free freight allowance except by prior arrangement with American Valve

Freight allowance for factory shipments only on protected through rates from origin to destination. No allowance on UPS, parcel post, or air shipments.

If requested to ship other than our choice, any additional freight charges incurred must be borne by customer.

DESIGN

American Valve reserves the right to change design, specification or materials without notice, due to a research and development program of continuous product improvement and reserves all rights to label products covered hereunder with appropriate directions or warnings as may be required in its opinion.

ILLUSTRATIONS

Catalog illustrations are representations of a certain size of each product line but do not necessarily represent all sizes in all details. We reserve the right to institute changes in materials, designs, and specifications, without notice in keeping with our policy on continuing product improvement.

WEIGHTS

Weights in catalogs, price schedules, quotations, and acknowledgements of all orders are approximate and in no sense guaranteed. They represent the average weight of products as made from patterns in use at time weights were compiled.

American Valve warrants, to its initial purchaser only, that its products which are delivered to this initial purchaser will be the kind described in the order or price list and will be free of defects in workmanship or material for a period of one year from the date of delivery to you, our initial purchaser.

Should any failure to conform to this warranty appear within one year after the date of the initial delivery to our initial purchaser, American Valve will, upon written notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with American Valve's recommendation and standard industry practice, correct such defects by suitable repair or replacement at American Valve's own expense. If any valve alleged to be defective, is returned to our factory at Greensboro, NC, it will be examined and, if found to be defective under the warranty, it will be replaced at no charge.



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AMERICAN VALVE STATEMENT OF WARRANTY & LIMITATION OF WARRANTY

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THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of American Valve to our initial purchaser, with respect to the goods, whether based on contract, negligence, strict tort or otherwise, it is the intention of American Valve that no warranty of any kind, whether express or implied, shall pass through our initial purchaser to any other person or corporation.

LIMITATION OF LIABILITY: American Valve SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF AMERICAN VALVE WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF GOODS UPON WHICH SUCH LIABILITY IS BASED.