

## **LIMITED WARRANTY**

Kennedy Valve warrants that the goods furnished hereunder, will be free from defects in material and workmanship, and will operate freely without failure or leakage under the service conditions they were installed under.

If within one (1) year from date of initial operation, but not more than eighteen (18) months from date of shipment by Kennedy Valve of any item of product(s), the purchaser discovers that such item(s) was not as warranted above, notifies Kennedy Valve in writing within 30 days from date purchaser discovered; or should have discovered, then Kennedy Valve shall remedy such nonconformance by, at Kennedy Valve's option, adjustment or repair or replacement of the item and any affected part of the product(s) within 30 days of such notice. Purchaser shall assume all responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedies.

Kennedy Valve shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling or use of the goods, of from any other cause relating thereto, and Kennedy Valve's liability hereunder in any case is expressly limited to replacement (in the form originally shipped) of goods not complying with this agreement, or, at Kennedy Valve's election, to the replacement of, or crediting Purchaser with, an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.

Kennedy Valve reserves the right to change material composition without prior notice as long as it meets applicable standards.

## **TEN YEAR LIMITED WARRANTY ON KENNEDY K81A & D GUARDIAN FIRE HYDRANT**

Kennedy Valve Company warrants that its Kennedy Guardian Fire Hydrant will be free from defects in material and workmanship under normal and customary use and maintenance for a period of ten (10) years from the date of purchase, provided the hydrant is installed and maintained according to Kennedy Valve instructions, and applicable codes. The foregoing warranty does not cover failure of any part or parts from external forces, including but not limited to earthquakes, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave.

Should any Kennedy Valve Company part or parts fail to conform to the foregoing warranty, Kennedy Valve shall, upon prompt written notice thereof, repair or replace, F.O.B. point of manufacture, such defective part or parts. Purchaser shall, if requested, return the part or parts to Kennedy Valve, transportation prepaid. Purchaser shall bear all responsibility and expense incurred for removal, reinstallation and shipping in connection with any part supplied under the foregoing warranty.

**THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL KENNEDY VALVE COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES.**

## **TEN YEAR LIMITED WARRANTY ON KENNEDY VALVE RESILIENT WEDGE VALVES**

Kennedy Valve Company warrants that its Resilient Wedge valves will be free from defects in material and workmanship under normal and customary use and maintenance for a period of ten (10) years from the date of purchase, provided the valve is installed and maintained according to Kennedy Valve instructions, and applicable codes. The foregoing warranty does not cover failure of any part or parts from external forces, including but not limited to earthquakes, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave.

Should any Kennedy Valve Company part or parts fail to conform to the foregoing warranty, Kennedy Valve shall, upon prompt written notice thereof, repair or replace, F.O.B. point of manufacture, such defective part or parts. Purchaser shall, if requested, return the part or parts to Kennedy Valve, transportation prepaid. Purchaser shall bear all responsibility and expense incurred for removal, reinstallation and shipping in connection with any part supplied under the foregoing warranty.

**THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL KENNEDY VALVE COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES.**