

Kennedy Valve
A Division of McWane, Inc.

AWWA PRODUCTS



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PRICE LIST: WW 021012
EFFECTIVE DATE: February 10, 2012

TERMS AND CONDITIONS

These prices supersede and cancel all previous prices for these products. Prices and designs are subject to change without notice.

All material will be invoiced at prices in effect on the date of shipment unless a prior written agreement is in effect.

All contracts, orders or agreements are subject to approval by the Kennedy Valve office in Elmira, New York.

All orders once entered; are subject to a 25% cancellation charge, and are subject to increased charges depending on the status and type of material ordered.

Payment terms are as follows: freight allowed in the USA, except Alaska or Hawaii, on orders of 20,000 pounds or more, on orders of 5,000 – 19,999, freight allowed with next truck into the area. Orders of less than 5,000 will be prepay and add. NO FREIGHT ALLOWANCE ON ORDERS FOR PARTS. Kennedy reserves the right to determine routing.

Invoice Dates Terms

1st thru 15th 2%, 30th of that month; net 15th of the following month
16th thru 31st 2%, 15th of the following month; net 30th of the following month

Further, a 1 ½% penalty will be applied to all invoices over 30 days past due.

The amount of any sales, excise or other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price, and shall be paid by Buyer unless Buyer provides Kennedy with the exemption certificate acceptance to the taxing authorities.

TERMS AND CONDITIONS CONT.

All shipments are carefully examined, counted, and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages or errors in shipment will be allowed unless made in writing within five (5) days of receipt of shipment. For other than truckload shipments, claims for products damaged or lost in transit should be on the carrier, as Kennedy's responsibility ceases, and title passes, on delivery to the carrier.

Shipments to customers shall be at all times subject to the approval of the Kennedy Valve Credit Department.

Schedules of deliveries are estimates only, and do not constitute a guarantee that shipment will be made with the time given. Product offered from stock is subject to prior sale. Kennedy will make every effort to complete delivery of products as ordered, but Kennedy assumes no responsibility or liability, and will accept no back charge, for loss or damage due to delay or inability to deliver caused by acts of God, war, labor difficulties, accidents, delay of carriers, by contractors or suppliers, inability to obtain materials, shortages of fuel and energy, or any other causes of any kind whatever beyond the control of Kennedy. Kennedy may terminate any contract of sale of its products without liability of any nature, by written notice to the Buyer, in the event that the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of sixty (60) days. Under no circumstances shall Kennedy be liable for any special or consequential damages or for loss, damage, or expense (whether or not based on negligence) directly or indirectly arising from delays or failure to give notice of delay.

A **MATERIAL RETURN AUTHORIZATION** (MRA Number) must be obtained from Kennedy Valve, Elmira, New York **BEFORE** any product is returned for credit. Material returned must be in a saleable condition. Outbound and inbound freight, reconditioning charges, and a 25% handling charge will be deducted from all credits. Material returned for credit must have been purchased within the preceding 12 month period and must be accompanied by our invoice number and date. Return material must exceed \$1,000 minimum value.

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.

TAPPING SLEEVES

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TAPPING SLEEVES
SQUARE SEAL - For Cast Iron Pipe
Compression type and single rectangular seal
Complete Sleeve - FIG. 920 or 921

TAPPING SLEEVES
MECHANICAL JOINT - WITH ACCESS.
FIG. 957 for Asbestos Cement (CD) Pipe
FIG. 960DIC for Cast Iron & Ductile Iron (AB) Pipe

TAPPING SLEEVES - SQUARE SEAL		TAPPING SLEEVES - MECHANICAL JOINT	
4 X 3"	\$1,422.00	4 X 4"	\$1,422.00
4 X 4"	\$1,422.00	6 X 4"	\$1,691.00
6 X 3"	\$1,691.00	6 X 6"	\$1,691.00
6 X 4"	\$1,691.00	8 X 4"	\$2,077.00
6 X 6"	\$1,691.00	8 X 6"	\$2,077.00
8 X 3"	\$2,077.00	8 X 8"	\$2,249.00
8 X 4"	\$2,077.00	10 X 4"	\$4,109.00
8 X 6"	\$2,077.00	10 X 6"	\$4,109.00
8 X 8"	\$2,249.00	10 X 8"	\$4,366.00
10 X 3"	\$4,109.00	10 X 10"	\$4,452.00
10 X 4"	\$4,109.00	12 X 4"	\$4,109.00
10 X 6"	\$4,109.00	12 X 6"	\$4,109.00
10 X 8"	\$4,366.00	12 X 8"	\$4,366.00
10 X 10"	\$4,452.00	12 X 10"	\$5,051.00
12 X 3"	\$4,109.00	12 X 12"	\$5,192.00
12 X 4"	\$4,109.00		
12 X 6"	\$4,109.00		
12 X 8"	\$4,366.00		
12 X 10"	\$5,051.00		
12 X 12"	\$5,192.00		

*** Available for Figure 960DIC ONLY.

FULL BODY MJ - POA

NOTE: ALL MJ TAPPING SLEEVES ARE PURCHASED FROM OTHER MANUFACTURERS