

Warranty Statement

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfps.com under "Downloads & Tools," which supersede and replace these General Terms and Conditions and Warranty Statement. If unable to access this website please request a copy at (714) 731-8800.

WARRANTY AND LIMITATIONS

Seller's Products are carefully inspected for manufacturing defects; however, it is not always possible to detect hidden defects.

Seller warrants that its products shall conform to the description of such products as provided to Customer by Seller through Seller's catalog, analytical data or other literature.

THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE - WHICH ARE HEREBY DISCLAIMED.

Seller's warranties made in connection with any sale shall not be effective if Seller has determined, in its sole discretion, that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller does not warrant any Products obtained through an unauthorized Distributor, Dealer, or Agent.

DISCLAIMER OF SELLER WARRANTY ON PRODUCTS MANUFACTURED BY OTHERS

Products not manufactured by Seller are covered, if at all, by the original manufacturer's warranty, copies of which are available on Buyer's request. Seller makes no warranty or representation whatsoever, express or implied, with respect to products not manufactured by Seller. ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO SUCH PRODUCTS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.

LIMITATIONS OF REMEDY

Seller's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be repair or replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions.

SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE.

Any and all claims of Customer against Seller must be brought within one (1) year of Seller's tender of delivery, regardless of their nature.

TYPE 546 MANUAL VALVE LIMITED LIFETIME WARRANTY

What This Warranty Covers

This Limited Lifetime Warranty is provided only to the original user of the Type 546 Manual Valve, or a Type 546 Manual Valve distributor authorized by Georg Fischer Piping Systems Americas (hereinafter "Seller"). Seller warrants to the original user or to the authorized distributor that the Type 546 Manual Valve, if used in accordance with these instructions, will be free of defects in material and workmanship. This limited lifetime warranty is not applicable to any other Georg Fischer Piping products, or to any products not manufactured by Georg Fischer Piping.

How Long This Warranty Lasts

This Limited Lifetime Warranty lasts as long as the original user or authorized distributor owns the Type 546 Manual Valve.

What Georg Fischer Piping Systems Americas Will Do

At Seller's option, Seller will repair, replace, or substitute a defective Type 546 Manual Valve with a Type 546 Manual Valve of equal value. Repair or replacement as provided under this Limited Lifetime Warranty is the EXCLUSIVE remedy under this Limited Lifetime Warranty.

What This Warranty Does Not Cover

This Limited Lifetime Warranty does not apply to Type 546 Manual Valves where one or more of the following applies:

The valve has been subject to abuse, misuse, neglect, accident, fire, improper installation, storage, handling or adjustment, or corrosion.

The valve defect results from acts of God, including, but not limited to fire, flood, hurricane, tornado, earthquake, electro-static or any other similar natural cause beyond the control of Seller.

The valve has been modified or altered outside of or beyond Seller specifications.

The valve has been used in an application other than those recommended by Seller, either in its most recent catalog or in the instructions accompanying the Type 546 Manual Valve.

Freight charges, installation cost, labor cost, damage to related components, and cost incurred due to down time, from normal wear and tear of the valve.

What To Do To Make A Claim

To make a claim under this Limited Lifetime Warranty, product must be returned to Seller for evaluation and disposition. Please contact Seller for a Return Material Authorization (RMA) number prior to sending product back. When returning the product, please include (i) written proof of purchase, which includes the date, amount, and place of purchase; (ii) a written description of the claimed defect(s) using the GF Material Evaluation Form with a photo of the application if practical; and (iii) completed GF Material Safety Disclosure Form. Seller shall have 48 hours following receipt of any Type 546 valve returned for warranty claim to investigate the claimed defects, and the original user or authorized distributor shall give Seller or its agents reasonable access to the valve and installation for inspection purposes. Seller's address for warranty services is:

Returns Department
9271 Jeronimo Road
Irvine, CA 92618

Each of the above mentioned terms must be met in order to qualify for Limited Lifetime Warranty coverage.

Signet Limited Warranty

Georg Fischer Signet LLC warrants its products to be free from defects in material and workmanship under normal use for a period of two years from date of purchase by the initial owner, or three years from date of manufacture, whichever comes first. Moving parts, such as meter movements, are only warranted for twelve months from date of purchase.

Products returned must be shipped prepaid and insured. Proof of date of purchase will be required before warranty repairs can begin. Warranty claims are processed on the condition that prompt and detailed notification of a defect is given to Georg Fischer Signet within the warranty period. All warranty and non-warranty repairs being returned to the factory must include a fully completed Service Form. Product returned without a Service Form may not be warranty replaced or repaired.

Georg Fischer Signet LLC will not cover under warranty any of the following:

Defects caused by abuse or electrical damage; products damaged during shipment to the factory or if the product is improperly packed; repair attempts by anyone other than authorized service personnel; and costs associated with product return such as plant downtime, re-installation, labor and out-of-pocket expenses. Signet products with limited shelf-life (e.g. pH, ORP, chlorine electrodes, calibration solutions e.g. buffers, turbidity standards or other solutions) are warranted out of box, but not warranted against any damage, due to process or application failures (e.g. high temperature, chemical poisoning, dry-out) or mishandling (e.g. broken glass, damaged membrane, freezing and/or extreme temperatures).

Application of Additional Warranties

GEORG FISCHER PIPING SYSTEMS AMERICAS LIMITED LIFETIME WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE THE ORIGINAL USER'S AND AUTHORIZED DISTRIBUTOR'S, SOLE AND EXCLUSIVE REMEDIES, AND ARE OFFERED BY SELLER IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AND/OR REMEDIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

In no event shall Seller be liable to the original user or authorized distributor or third parties for lost profits, consequential, incidental, punitive, exemplary or other similar damages.

This Limited Lifetime Warranty may not be modified except in a written instrument signed by an officer of Georg Fischer Piping Systems Americas. Seller shall not be bound by, and the original user or authorized distributor shall not rely upon, representations made by individuals or agents of Seller (including, without limitation, authorized distributors of GF Type 546 Manual Valve) in regards to GF Type 546 Manual Valves, except as contained in this Limited Lifetime Warranty. This Limited Lifetime Warranty is only valid in the United States of America. This Limited Lifetime Warranty gives the original user and authorized distributor certain specific Legal rights, and the original user or authorized distributor may also have other rights that vary from state to state.