



## **LIMITED PRODUCT WARRANTY**

The following limited warranty ("Limited Warranty") is exclusive and shall supersede all other warranties, whether express, implied or statutory, including, but not by way of limitation, any warranty of merchantability of fitness for any particular purpose. All other warranties or liabilities, expressed or implied, oral or statutory, including any warranty of merchantability or fitness for a particular purpose are hereby terminated and waived upon Purchaser purchasing any Products (as that term is defined herein) manufactured by **VALVEWORKS USA**.

**VALVEWORKS USA** hereby warrants to each original purchaser ("Purchaser") of material(s) or product(s) (hereinafter collectively referred to as "Products" or "Product(s)") manufactured by **VALVEWORKS USA** that such products are free from material and workmanship defects when operated under Normal Use (as defined herein) and Normal Service (as defined herein) for a period of one (1) year from the date of shipment ("Warranty Period"). This warranty is valid only for the original purchaser of the material(s) or product(s), and is non-transferrable. "Normal Use" shall mean the intended use of the product for which it was designed by **VALVEWORKS USA**. "Normal Service" shall mean the necessary servicing as suggested or required by **VALVEWORKS USA**, industry standards, or applicable laws and regulations.

### THIS WARRANTY WILL BE NULL AND VOID FOR THE FOLLOWING PRODUCTS:

- Other than testing during testing processes by **VALVEWORKS USA** in accordance with industry rules and regulations, any Product(s) that has been tested to, or subjected to, any pressure greater than the stated product working pressure\* at any time, other than by **VALVEWORKS USA** during testing processes per industry rules and regulations. **PRODUCTS SHOULD NEVER BE TESTED / SUBJECTED TO PRESSURE GREATER THAN THE STATED PRODUCT WORKING PRESSURE\***. THIS IMMEDIATELY VOIDS THIS LIMITED WARRANTY, AND IS AN EXTREMELY DANGEROUS SAFETY RISK.
- Any product repaired, altered, or modified by any contractor, laborer, person or entity that has not been authorized in writing by **VALVEWORKS USA**.
- Any product, in **VALVEWORKS USA's** reasonable judgment, that has been subject to negligence, accident, improper storage, or improper handling by any person(s).
- Any product which has not been operated or maintained in accordance with normal practices and in conformity with the manufacturer's recommendations, industry standards, and operation and maintenance specifications of **VALVEWORKS USA**.

**\*Stated Product Working Pressure** is defined as "the maximum internal pressure that the equipment is designed to contain and / or control"

Under any circumstances where this Limited Warranty is voided on any Product(s) manufactured and supplied by **VALVEWORKS USA**, **VALVEWORKS USA** is immediately excluded from any and all liabilities associated with such Product(s).

For gate valves used in extreme service conditions such as "frac" applications, **VALVEWORKS USA** recommends full lubrication of the gate valve body cavity and bonnet assemblies between each frac stage (or zone). Failure to comply with this recommendation COULD result in warranty claims being denied. Custom orders, or orders where modifications are made to **VALVEWORKS USA** products by **VALVEWORKS USA** per the purchaser's request to the purchaser's design criteria, and do not conform to **VALVEWORKS USA** design criteria, are subject to review at the time of contract review to determine whether warranty coverage applies to that particular order. Unless specified otherwise in writing at the time of order placement, warranty coverage will NOT apply to the aforementioned type(s) of order(s).



**VALVEWORKS USA** obligations under this Limited Warranty consist of, and shall be expressly limited to, reasonable efforts to repair, replace or, at **VALVEWORKS USA's** sole option, refund the purchase price. The cost of labor for installing a Product that has been repaired or replaced shall be borne by Purchaser. Replacement parts provided under the terms of this Limited Warranty are covered by this Limited Warranty for the remainder of the Warranty Period, and no obligations fulfilled under the terms and conditions of this Limited Warranty shall ever extend the Warranty Period. Limited Warranty services provided hereunder shall not give rise to any kind of liability that may be caused by the delays in **VALVEWORKS USA** performing its obligations under this Limited Warranty.

The remedy for claims against **VALVEWORKS USA** for any breach of this Limited Warranty shall be limited to the replacement of any product that was proven defective in material or workmanship. Such remedy shall only be available upon written notice to **VALVEWORKS USA** of such defect within thirty (30) days of delivery of the Product(s), and the return of such Product(s) to **VALVEWORKS USA** at the address provided herein for written notice. Costs of labor, freight, drayage, or other similar charges shall be at the expense of the customer.

Please contact **VALVEWORKS USA** at 1-318-425-0266 prior to returning any Product(s) covered by this Limited Warranty. Upon determination that a Limited Warranty claim is valid, **VALVEWORKS USA** shall issue a return authorization number. HOWEVER, THE DELIVERY OF AN ALLEGEDLY DEFECTIVE PRODUCT NOT BEARING A VALID RETURN AUTHORIZATION NUMBER WILL BE REFUSED, AND THE SHIPMENT WILL BE RETURNED TO THE SENDER AT THE SENDER'S EXPENSE. Except as specifically provided herein, any Purchaser hereby waives the right to seek claims, damages or other legal or equitable remedies against or from **VALVEWORKS USA**, its principals, subcontractors, agents, vendors, suppliers and/or design professionals under any and all causes of action whether statutory, at common law or at equity, including but not limited to any claims based on implied warranties of fitness, redhibition, reduction of the purchase price, negligence and/or strict liability. The agreements and remedies contained in this Limited Warranty are the sole remedies available to any Purchaser as to the issues raised herein, shall be enforceable to the fullest extent permissible by applicable state and federal law, and shall apply to any claim thereafter made against **VALVEWORKS USA** or any other person related to any **VALVEWORKS USA** Products. Purchaser's sole remedy is as prescribed in the terms and conditions of this Limited Warranty document. In no event shall **VALVEWORKS USA**, its agent(s), or employees be liable for any injuries or damages to any person or property whatsoever, or for any special, indirect, secondary, or consequential damage of any nature however arising. By Purchaser purchasing any Products from **VALVEWORKS USA**, Purchaser agrees (without any further action required by **VALVEWORKS USA** or Purchaser) to all remedies, waivers and limitations of warranty set forth herein.

**Written Notice:** Any written notice shall be sent to 1650 Swan Lake Road, Bossier City, Louisiana 71111.

The obligations of **VALVEWORKS USA** under this Limited Warranty are limited by the terms and conditions provided herein.

This warranty is limited in extent to the warranty, if any, which the user receives from the manufacturer(s) of any component part(s) or buyout items for resell. All other warranties or liabilities, expressed or implied, oral or statutory, including any warranty of merchantability or fitness for a particular purpose are expressly denied. In no event shall **VALVEWORKS USA**, its agent(s), or employees be liable for injury or damage to any person or property whatsoever or for any special, indirect, secondary, or consequential damage of any nature however arising.

#### **ORDERS POLICY**

All orders for Product(s) are subject to acceptance by **VALVEWORKS USA**, and such acceptance shall not be unreasonably withheld. Prices are subject to change without notice and any errors in published or quoted prices are subject to correction. No Product(s) may be returned for credit without written authorization from **VALVEWORKS USA**. Credit will not be issued for Product(s) after the Warranty Period. **VALVEWORKS USA** reserves the right to deduct reconditioning and handling charges when issuing credit for returned material(s) or product(s). Products of special design, not considered "standard" to the **VALVEWORKS USA** product line, will not be permitted to be returned.