

WARD Flex

WARD Flex MAX

WARRANTY

WARD FLEX®/WARD FLEX® MAX Gas Piping System

Ward Manufacturing, LLC ("SELLER") warrants that its WARD FLEX® and WARD FLEX® MAX Gas Piping System products ("Product" or "Products") will conform to SELLER'S applicable specifications and will be free from defects in materials and workmanship. The exclusive and sole remedy for any claim shall be a refund of the amount of the purchase price paid for the Product in respect of which damages are claimed, and in no event shall SELLER'S liability for any claim be greater than that amount. No charge for labor or expense required to repair defective goods will be allowed. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty shall not apply to any products that are not installed in accordance with the applicable WARD FLEX®/WARD FLEX® MAX Design and Installation Guide, or that are altered, repaired or misused, through negligence or otherwise, in a manner that, in the reasonable opinion of SELLER, adversely affects the reliability or performance of the Product. Nor does this warranty cover replacements or repairs necessitated by loss or damage resulting from any cause beyond the reasonable control of SELLER, including, but not limited to, acts of God, acts of government, acts of war, floods or fire.

This warranty shall begin upon the original date of occupancy of a new building in which the Product is installed and shall extend for a period of two (2) years to the original owner, provided that the Product was installed by a qualified professional who is licensed to install gas piping and who has completed a WARD FLEX® training class.

For Product installations other than new construction, this warranty shall begin from date of purchase of the Product from the SELLER'S stocking distributor and shall extend for a period of two (2) years. If proof of purchase cannot be verified, the warranty will extend from the manufacturing date code listed on the installed Product(s) for a period of two (2) years.

The forgoing is in lieu of any other expressed, implied or statutory warranties, and SELLER neither assumes nor authorizes any person to assume for SELLER any other obligation or liability in connection with the sales of its Products. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

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