

Dormont Warranty

Warranties and Remedies

- A. **Warranty:** Seller warrants to Buyer that it holds and will pass marketable title to the commercial gas connectors sold hereunder. Seller further warrants to Buyer that Seller's commercial gas connector will be free from defects in material and workmanship causing gas leakage during the life of the equipment to which the commercial gas connector is originally connected or installed. (Limited lifetime warranty).
- Seller warrants to Buyer that the items and components manufactured by Seller other than commercial gas connectors will be free from defects in material and workmanship for a period of five (5) years from tender of delivery to Buyer. For items not manufactured by Seller, the only warranty extended is that of the manufacturer or suppliers, if any.
- B. **Exclusions and Conditions:** Seller's obligations with respect to the express warranties and remedies contained herein are conditioned on the following; (i) Seller's liability and Buyer's exclusive remedy is expressly limited to Seller's replacement of the defective gas connector or other goods at Seller's cost (excluding labor and freight); it being understood such replacement will be made only upon return of the defective item in accordance with Seller's shipping instructions and return authorization and subject to Seller's inspection; (ii) Buyer shall not assign its rights under these express warranties and any attempted assignment shall render such warranties, but not any disclaimers or limitations, void and the goods shall be sold AS IS; and (iii) all commercial gas connectors and other goods shall be carefully inspected for damage by Buyer upon receipt, be installed by individuals trained and certified as professionals with respect to such installation, and be installed, used, repaired and maintained by Buyer in accordance with local codes or regulations, standards set by American National Standard Institute and/or American Gas Association Standards. The commercial gas connectors and other goods shall be warranted in conjunction with the original installation only and the express warranties and remedies contained herein shall not apply to, and shall be void and of no further force or effect upon, damage, and/or failure of the commercial gas connectors and other goods caused by or resulting from shipping, improper or unauthorized handling, installations, alteration or repair; misuse, abuse or other occurrences or conditions other than normal use thereof; application or conformity to local codes or regulations not previously made known to Seller; or accident or other casualty.
- C. **Disclaimer of Implied Warranties:** Seller gives no warranties except those expressly contained herein. Seller disclaims all other warranties implied by law, usage of the trade, course of dealing or course of performance including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose