



- **WARRANTIES AND REMEDIES.**

- a. **Warranty.**

Seller warrants to Buyer that it holds and will pass marketable title to the goods sold hereunder. If buyer is not the end user of the goods sold hereunder, Buyer agrees to provide to any immediate buyer ("Remote Purchaser") the Limited Warranty and Disclaimer to End-Use (Remote) Purchasers issued by Seller. This warranty excludes coverage for any product that is moved to a new location. Seller's products should never be reused.

- b. **Exclusions and Conditions.**

Seller's obligations with respect to the express warranties and remedies contained herein are conditioned on the following: (i) Buyer's return of the nonconforming goods, if authorized by Seller (excluding labor and freight); and (ii) be installed by individuals trained and certified as a professional with respect to such installations, and be installed, used, repaired and maintained by Buyer and Remote Purchaser in accordance with Dormont's warnings and instructions, National, State and Local codes or regulations (i.e. National Fuel Code (ANSI Z223.2/NFPA 54); International Fuel Gas Code; Uniform Plumbing Code), standards set by American National Standard Institute, Inc. (ANSI) and/or Canadian Standards Association (CSA) Standards.

- **DISCLAIMER OF IMPLIED WARRANTIES.**

SELLER GIVES NO WARRANTIES TO BUYER 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.

- **LIMITATIONS OF LIABILITY.**

The following limitations of Seller's liability are acknowledged by the parties to be fair and reasonable and shall apply to any act or omission hereunder, and to any breach of this contract of which these terms and conditions form a part:

- a. **Disclaimer of Damages.**

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties.

- b. **Replacement of Fittings.**

Buyer acknowledges that if Buyer replaces the adapter fittings supplied by Seller with fittings produced by another manufacturer, then all of Seller 's warranties to Buyer and to Remote Purchaser will be voided and Buyer will assume all liability for any damage, injury or loss suffered by Remote Purchaser arising out of this unauthorized modification.

c. Notice and Time of Claims.

(i) Buyer agrees to inspect all products against shipping papers and for damage or shortage upon receipt of goods at destination; (ii) Every claim for loss, damage in transit, or other cause visible upon inspection shall be made with carrier. Claims for shortage must be made within five (5) days of receipt.