

## LIMITED PRODUCT WARRANTY

Effective June 7, 2021

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### **SECTION 1 – LIMITED WARRANTY**

Elkhart Brass Manufacturing Company, LLC (“Warrantor”), 1302 West Beardsley Avenue, Elkhart, Indiana 46514 (“Warrantor’s Address”), warrants to (i) the original purchaser (the “Original Purchaser”) of the new (not used) equipment manufactured and sold by Warrantor (“Equipment”) and (ii) any entity to whom such Equipment is legally transferred by the Original Purchaser, as evidenced by written transfer documentation satisfactory to Warrantor in its discretion (such Original Purchaser or any such legal transferee, “Customer”), that such Equipment shall be free from defects in materials and workmanship during the applicable period set forth for such Equipment in Section 2 below (the applicable “Warranty Period”), in each case commencing upon the delivery of such Equipment to the Original Purchaser, provided in each case that such Equipment is used under conditions of normal use, that regular periodic maintenance and service is performed, and that such Equipment was installed in accordance with the instructions published by Warrantor, and all in accordance with the Documentation (as defined in Section 3.1(d) below) and subject to the other terms and conditions set forth below (this “Elkhart Brass Limited Warranty”).

### **SECTION 2 – APPLICABLE WARRANTY PERIODS**

- 2.1 Unibody Valve Series Equipment – 10 years.
- 2.2 XD Handline Nozzles, NFPA and EN Series – lifetime warranty, up to 20 years.
- 2.3 All electrical components – 2 years.
- 2.4 Workmanship related to repairs of equipment or prior labor not covered hereby – 90 days.
- 2.5 All Other Equipment – 5 years.

Notwithstanding the foregoing in this Section 2, this Elkhart Brass Limited Warranty does not cover any wear-and-tear items, including but not limited to (a) for nozzles, ball and seat, bumper, teeth, and (b) for valves, ball and seat.

When Warrantor replaces any Equipment or component thereof, the applicable Warranty Period for such replacement Equipment or component equals the Warranty Period remaining on the original Equipment or component so replaced at the time of such replacement (*i.e.*, furnishing the replacement does not extend the original Warranty Period or start a new Warranty Period), and is subject to all other terms and conditions of this Elkhart Brass Limited Warranty.

### **SECTION 3 – CERTAIN EXCLUSIONS FROM AND CONDITIONS OF WARRANTY**

3.1 This Elkhart Brass Limited Warranty does not cover normal maintenance, service or adjustments, nor does it cover damage to Equipment relating to (and Warrantor automatically shall be released and discharged from all obligations hereunder and otherwise in the event of):

- (a) Any accident, alteration, misuse, neglect, negligence, abuse, vandalism or physical damage;
- (b) Any unauthorized repair, replacement or alteration, including without limitation by any facility not approved in advance by Warrantor;
- (c) Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor;
- (d) Any use inconsistent with the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation and technical documentation provided and/or published by Warrantor (collectively, “Documentation”);
- (e) Any use of equipment or parts not manufactured by Warrantor;
- (f) Any explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
- (g) Exposure to severe environmental conditions or unintended uses and/or substances;

- (h) Acts or omissions of any carrier delivering any Products;
- (i) Any failure to provide reasonable maintenance or to care for or maintain any Equipment in accordance with the Documentation.

3.2 In addition to the other exclusions, limitations, exceptions, qualifications and conditions set forth herein, this Elkhart Brass Limited Warranty is conditioned upon, and will be invalidated by failure to comply with any of, the following conditions:

- (a) All Equipment, and all ancillary equipment, components and parts, must be installed in accordance with the Documentation.
- (b) Regular maintenance and service must be performed on all Equipment, in accordance with the Documentation.
- (c) Equipment must be put only to its intended use, in accordance with the Documentation.
- (d) Replacement parts must be manufactured by Warrantor.
- (e) Customer at all times must comply fully with the claims procedure set forth in Section 4 below.
- (f) Warrantor must have received full and timely payment of all invoices issued to Customer.

#### **SECTION 4 – MAKING OF CLAIMS; RETURN AND REPLACEMENT POLICY; EXCLUSIVE REMEDY**

4.1 Warrantor's obligation under this Elkhart Brass Limited Warranty is specifically limited to replacing or repairing Warrantor's Equipment (or parts thereof) which are shown by Warrantor's examination, in its sole discretion, to be in a defective condition attributable to Warrantor and covered hereunder, including without limitation that such defect existed at the time that such Equipment (or part thereof) first left Warrantor's factory following its manufacture. To qualify for coverage under this Elkhart Brass Limited Warranty, Customer must (a) contact Elkhart Brass for a Returned Goods Authorization (RGA) Number prior to return and include such number on the return, and (b) return any and all allegedly defective Equipment (and parts thereof) to Warrantor at Warrantor's Address, transportation charges prepaid, within a reasonable time after discovery of the alleged defect, but in no event later than 30 days after the expiration of the applicable Warranty Period. This Elkhart Brass Limited Warranty automatically shall terminate (and Warrantor shall have no further liability or obligation of any kind) with respect to any items not so returned within such 30-day period.

4.2 In no case will labor associated with removal, repair or replacement of defective components be reimbursed without prior written approval from an authorized Director or Officer of Elkhart Brass. If, as a result of Warrantor's examination of the returned Equipment, Warrantor concludes in its sole discretion that a covered defect therein attributable to Warrantor exists hereunder, then Warrantor shall, at its option in its sole discretion, either (i) repair or replace the defective Equipment (or portion thereof), provided that Warrantor may, in its sole discretion, use new or refurbished replacement parts for repairs and/or replace affected Equipment or parts thereof with equipment or parts that are materially functionally equivalent to the replaced Equipment or parts, or (ii) elect to refund to claimant the purchase price thereof actually received by Warrantor, less reasonable depreciation, in complete discharge of its obligations hereunder, provided that if Warrantor so elects to comply with this Elkhart Brass Limited Warranty by means of such a refund, as a condition precedent to such compliance, claimant's return of such Equipment to Warrantor shall be free and clear of any and all liens and other encumbrances.

4.3 For clarity: (a) Customer's sole and exclusive remedy under this Elkhart Brass Limited Warranty shall be as set forth in Section 4.2 above, as determined by Warrantor in its sole discretion, subject to the terms and conditions of this Elkhart Brass Limited Warranty, and (b) in addition to the other provisions of this Section 4, all claims MUST be fully approved by Warrantor, in its sole discretion, prior to the commencement of any repair or replacement work in respect of such claims.

4.4 No legal or other action to enforce this warranty or to otherwise secure recovery from Warrantor for any damages arising out of the equipment manufactured by Warrantor shall be commenced later than one year after the expiration of the applicable warranty period for the applicable equipment.

#### **SECTION 5 – SHIPMENTS OUTSIDE THE UNITED STATES**

For all repaired and replacement Equipment (or parts thereof) shipped outside of the United States under this Elkhart Brass Limited Warranty:

5.1 Customer / recipient is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.

5.2 Customer / recipient is responsible for assuring lawful importation into the destination country.

5.3 Customer / recipient is the importer of record and must comply with all laws, rules and regulations of the destination country.

5.4 Documentation may not be written in destination country languages.

5.5 Equipment, Documentation and other accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling or other requirements.

## **SECTION 6 – LIMITATIONS ON LIABILITY; CERTAIN OTHER LIMITATIONS**

**6.1 THIS ELKHART BRASS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO EQUIPMENT AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY EQUIPMENT, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF EQUIPMENT OR ANY OTHER PARTY HAS THE AUTHORITY TO ENLARGE, EXPAND, EXTEND, OR OTHERWISE MODIFY OR AMEND THIS ELKHART BRASS LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).**

**6.2 IN NO EVENT SHALL WARRANTOR BE LIABLE TO ANY PERSON OR ENTITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT EQUIPMENT OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS ELKHART BRASS LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.**

**6.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY EQUIPMENT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS ELKHART BRASS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.**

**6.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS ELKHART BRASS LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY EQUIPMENT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS EQUIPMENT (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR'S PREVIOUSLY MANUFACTURED EQUIPMENT.**