

WARRANTY

Australian Pipeline Valve (APV) and its approved distributors warrants to the purchaser that its products delivered to the purchaser will be of the kind described in the order and will be free from latent defects in material or workmanship. The products must be properly stored, installed, operated, handled and not misused and must be used for the type of service and application for which they are designed and sold. Australian Pipeline Valve's obligation under warranty is limited to the replacement or repair at Australian Pipeline Valve's discretion of any part which shall prove defective in materials or workmanship within a period of one year from the date of shipment from APV's premises, and does not include liability for consequential damages of any nature whatsoever. This warranty is in lieu of all other warranties either express or implied, and no other person – agent or distributor approved or otherwise is authorised to alter the warranty for Australian Pipeline Valve. This warranty does not include other or additional liability in connection with the sale or installation of our products.

All warranty obligations of Australian Pipeline Valve pursuant hereto shall be null and void if the product or any of its part is modified in any manner whatsoever without the prior written consent of Australian Pipeline Valve.

Should a valid warranty claim occur within **one year** after the date of the delivery to the purchaser, Australian Pipeline Valve will, upon written notification thereof and substantiation that the goods have been stored, installed, maintained, utilised and operated in accordance with APV's written recommendations as recited in its Installation, Operation and Maintenance Manuals, correct such defects by suitable repair or replacement, whichever is appropriate in Australian Pipeline Valve's opinion, and at APV's own expense (excluding air freight costs).

THE WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. THERE ARE NO OTHER ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS REGARDING THE PRODUCTS, AS ALL UNDERSTANDING AND AGREEMENTS BETWEEN AUSTRALIAN PIPELINE VALVE AND YOU, OUR INITIAL PURCHASER, REGARDING WARRANTY OF THE PRODUCTS ARE INCORPORATED HEREIN.

Correction of non conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Australian Pipeline Valve to our initial purchaser, with respect to the goods, whether based on contract, negligence, strict tort or otherwise. It is the intention of APV that no warranty of any kind, whether expressed or implied, shall pass through our initial purchaser to any other person or corporation. Should soft parts (seats, seals, gaskets, o-rings, etc.) become deformed by flow media, impurities, chemicals, temperatures, etc. for which they are not designed the warranty is void. Similarly, damage caused by debris or particulates to valve seats, seals, etc. will also void the warranty unless the valve is specially designed for this service (example, hard face 'metal to metal' seating etc). Any client or third party alterations such as changing ends, actuators, operators, trim etc. also voids the warranty. Warranty is inclusive only of manufacturing defects and faults including any breakage or deformation of metal parts as a result of normal operating in standard clean service. Any excessive force or leverage causing stem or seat damage is not covered. Warranty does not cover: - normal wear and tear, damage to hard or soft parts caused by particulates, additives, impurities, etc. in media, erosion, abrasion, corrosion or damage caused through the valve being used for special or dirty service (unless the valve was specifically specified for such use in our quotation).

Special service includes examples: - dirty service, high temperature/ low temperature, unprocessed or semi treated methane service, unprocessed oil & gas, chemical service, H₂S service, mining, slurry service, erosive service, corrosive service, etc.

Special 5 year warranty – APV brand oil and gas valves

A special 5 year warranty (Australia only) applies for (APV brand only not Superseal, Supercheck, Flowturn, Steamco, Unifow, etc.) oil and gas valves used on standard clean service from -19°C up to 100°C. **Special service** or contaminated or dirty service applications (examples listed above) are not covered by the special 5 year warranty, even if such special service was specified in our quotation.

LIMITATION OF LIABILITY: AUSTRALIAN PIPELINE VALVE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR TO LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN, ARE EXCLUSIVE, AND THE LIABILITY OF AUSTRALIAN PIPELINE VALVE WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.