

NIBCO® Actuator & Actuator Accessories Limited Warranty

NIBCO INC. LIMITED WARRANTY

Applicable to NIBCO Actuators and Actuator Accessories

NIBCO INC. warrants each NIBCO actuator and actuator accessory (together the "NIBCO Products") to be free from defects in materials and workmanship under normal use, service, and maintenance in accordance with the product specifications (including, but not limited to installation recommendations) for a period of one (1) year from date put in service or two (2) years from date of purchase.

NIBCO will repair or replace – at its option and at no charge – NIBCO Products that have been determined by NIBCO or an authorized representative or agent thereof to have failed solely because of a defect in materials or workmanship under normal use, service, and maintenance during the warranty period. Replacements shall be shipped free of charge to the owner.

This limited warranty applies to all NIBCO Products installed, tested, applied, and used in accordance with NIBCO's approved and published recommendations and instructions.

This warranty does not cover any failure or damage for or caused by:

1. any product, parts, or systems which are not manufactured or sold by NIBCO;
2. any NIBCO Product which is used for purposes other than a purpose authorized by NIBCO;
3. any NIBCO Product not installed, tested, applied, used, or maintained in accordance with NIBCO's recommended installation guidelines and instructions;
4. any NIBCO Product not installed or used in accordance with applicable codes;
5. any damage caused by, contributed in whole or in part by, or resulting from, any of the following:
 - a. abuse, misuse, mishandling, alteration, tampering, neglect, or accidental damage such as, without limitation, vandalism;
 - b. natural disasters, such as, without limitation, flooding, windstorm, and lightning;
 - c. attachments or modifications not authorized by NIBCO;
 - d. external, physical or chemical qualities, or an unsuitable or hostile environment;
 - e. any defects other than those in material or workmanship; or
 - f. any other cause beyond the control of NIBCO.

NIBCO DISCLAIMS ANY AND ALL LIABILITY FOR ANY OTHER DIRECT OR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ECONOMIC LOSS, LOSS OF BUSINESS, LOST PROFITS, PUNITIVE DAMAGES, MOLD INTRUSION, WATER DAMAGE, ETC.

Some states do not allow the exclusion or limitation of damages, so the above limitation or exclusion may not apply to you.

THIS WARRANTY IS THE ONLY WARRANTY FOR THE NIBCO PRODUCTS PROVIDED BY NIBCO, AND IS AND SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF A MANUFACTURER. NO EMPLOYEE OF NIBCO, OR ANY OTHER DISTRIBUTOR, AGENT, OR OTHER PERSON OR BUSINESS, IS AUTHORIZED TO MAKE ANY OTHER WARRANTY ON BEHALF OF NIBCO.

Some states do not allow limitations on implied warranties, so the above limitation may not apply to you.

In the event any defect occurs which is believed to be covered by this warranty, NIBCO Technical Services must immediately be contacted by calling 888.446.4226 or emailing CS-TechnicalServices@nibco.com. NIBCO Technical Services after being contacted will make further arrangements for the product's return to NIBCO at the customer's expense for review and evaluation.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



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