

Limited Lifetime Warranty

Sioux Chief Mfg. Co., Inc. ("Seller" or "the Seller") warrants its products to be free from defects in material and workmanship under normal usage for the lifetime of the plumbing system in which they were originally incorporated. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge. This remedy shall be effective only if the product was installed in accordance with supplied instructions, common installation or use practices and existing building and plumbing codes and legal requirements; has not been subjected to misuse or abuse; was at all times used in a manner consistent with its intended use; was at all times used in installations and environments acceptable to its material and design specifications; or any express conditions or requirements laid out in company installation instructions, manuals, tech bulletins, special labeling, precautions, as well as other instructional documents and product limitations of use; was never modified, altered or repaired by anyone other than the Seller; was properly subjected to and passed common testing methods (including pressure testing for potable water and drainage systems) immediately after the product's installation and before the product is put into service, was not damaged by freezing temperatures or excessive heats outside normal working or any express working range of the product; was not subjected to or exposed to direct or indirect chemical exposures; was not subjected to corrosion from atmospheric or environmental degradation (including UV exposure, brackish water, acidic water (pH <6.5), alkaline water (pH >8), contaminated soils, etc.), and was protected from natural causes; was never subjected to improper protection during installation and was handled with all precautions expressly written within company limitation documents or known to the industry; was not subjected to water pressures and flow conditions outside the working limits of the product; was not subject to adverse or aggressive water conditions (during testing, through stagnation or within service life (where service-life is defined by this warranty)) and where any express water condition included within company documents is avoided; and all handling was performed in a manner consistent and known to the industry or taught through company documents, labels, websites, manuals, etc. In addition, Seller shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, chemical or any other circumstances over which the Seller has no control. This warranty excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear. The Seller also reserves the right to modify, alter or improve its product, or parts thereof, at any time without incurring an obligation to notify or modify, alter, improve or replace any product, or parts thereof, previously sold. If, on any occasion, Seller waives any term or condition, this waiver is not to be construed as a continuing waiver. For the purposes of this warranty, the lifetime of the original plumbing system is defined as the lesser of 25 years or the time before the plumbing system was replaced or materially changed; all products with automatically or manually moving parts are excluded from the limited lifetime warranty and carry a 3-year limited warranty, subject to the remaining terms, conditions and limitations of the warranty. Some States do not allow or have other parameters governing limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights.

THE WARRANTY SET FORTH HEREIN ABOVE AND BELOW IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Terms & Conditions

All sales are subject to the Standard Terms and Conditions set forth on Sioux Chief's website at www.siouxchief.com. These terms include the following:

Return Merchandise

No merchandise can be returned without Seller's prior written authorization. All returns must comply with the guidelines established in sections 10 and 11 below.

Return Merchandise & Warranty Service

In order to return product/merchandise or receive warranty service, Buyer must first obtain a Return Merchandise Authorization ("RMA") by contacting Seller using the following information:

MAIL:

Customer Service Manager
Sioux Chief Manufacturing Company, Inc.
14940 Thunderbird Road
Kansas City, Missouri 64147

PHONE:

816-425-9900
1-800-821-3944

FAX:

816-348-7502
1-800-758-5950

EMAIL:

info@siouxchief.com

Returned Merchandise Procedure

All product returns and warranty claims are subject to the following general terms and conditions

1. RMA requests must reference Seller's order number, invoice number or the customer's P.O. number.
2. Minimum return amount must be \$250 net value per purchase order.
3. Product returns can only be made within twelve months of the original invoice date of the product to Buyer.
4. Seller reserves the right, in its sole and absolute discretion, to reject an RMA request for any reason at any time.
5. In order to be received and accepted by Seller, all returned product must be in whole multiples of the Minimum Quantity listed in the current Price Index and material must be in its original packaging with manufacturer's seal intact.
6. Products which are being phased-out, are obsolete, or were special-order (custom) are not considered normal stock. These items are non-returnable and non-refundable, except in the case of a manufacturer's defect.
7. Buyer will be charged 25% of the applicable return price for product restocking. For Drainage items having one or more listed option, Buyer will be charged 33% of the applicable return price for product restocking; and will apply to canceled orders that have been entered but not shipped.
8. An RMA is invalid 90 days after its date of issue.
9. Seller will only supply product credit for a product return or warranty claim. Issuance of an RMA does not authorize the Buyer to deduct the value of the returned item; once product is received and accepted by Seller, Seller will issue a credit memo for the returned product when applicable.
10. All product returns are subject to inspection and acceptance by Seller at its discretion.
11. Seller reserves the right to deny, nullify or cancel an RMA at its discretion.
12. Product returned without a Return Merchandise Authorization number will be destroyed without credit.
13. Seller shall not be responsible for shipping errors and shortages reported 5 days after receipt of material.
14. Seller shall not be responsible for shipment shortages that are signed for as clear. Any shipment that appears to be damaged in shipping must be noted when signing for receipt of delivery.

Warranty Procedure - Product & Property

All claims for property or other damage are subject to the following additional terms and procedure:

- If there is a warranty claim on a part that involves property or other damage, Seller should be contacted by phone or in writing directly following the loss, and in no case later than 15 days of the date of alleged claim or failure and before any remediation or alteration of the loss site has been started; any notice beyond this time frame or after work has taken place to repair or change the loss site will materially affect the Seller's ability to adjudicate the claim and will void the warranty.
- The product in claim and/or its installation should not be modified before review by Seller; alteration of the alleged product or installation materially affects the Seller's ability to establish fault and voids the warranty.

- Request a claim form. Submit the completed form to the Seller. Claimant will receive an INC (incident) number from Seller.
- With the INC number, claimant should submit the claim form, including the date of the installation, description of problem, damage, pictures of the product, and repair invoices. This information should be sent to the above address at claimant's expense. Seller will not receive or process a claim without an INC number.
- Seller will contact claimant with next steps, which may include a visit from a site investigator or other representatives of Seller, as Seller reserves the right to investigate all alleged loss sites.