Sloan Valve Company Limited Warranty [Last revised 5/17/2019]

Choose Sloan Valve Company craftsmanship with confidence. Learn about our coverage policies.

What's Covered?

Unless otherwise noted, Sloan Valve Company warrants its products, manufactured and sold for commercial or industrial uses, to be free from defects of material and workmanship for a period of three (3) years (one year for SF, special finish, Programmed Water Technologies "PWT" electronics, and 30 days on PWT software) from the date of first purchase. During this period, Sloan Valve Company will, at its option, repair, replace, or refund the purchase price of any product which fails to conform with this warranty under normal use and service. This shall be the sole and exclusive remedy under this warranty. Products must be returned to Sloan Valve Company, at customer's cost. No claims will be allowed for labor, transportation or other costs. This warranty extends only to persons or organizations that purchase Sloan Valve Company's products directly from Sloan Valve Company for purpose of resale. This warranty does not cover the life of batteries.

What Does This Warranty Not Cover?

Any damage, defect or malfunction caused by abuse, misuse, neglect, vandalism, accident, act of God (e.g., flood, fire, lightning), or other cause beyond the reasonable control of Sloan Valve Company is/are not covered by this warranty. Also, any damage, defect or malfunction resulting from faulty or improper installation of our product, insufficient plumbing water supply below minimum product operating conditions, alteration or modification of the product, use of accessories or attachments not manufactured by Sloan Valve Company, improper storage or handling of the product, failure to operate, maintain and/or repair the product in accordance with Sloan Valve Company's instructions, or use of the product in an application other than as published in Sloan Valve Company's technical and promotional materials, is/are not covered by this warranty.

What Are Your Responsibilities?

You are responsible for performance of all maintenance of your product recommended by Sloan Valve Company in the technical materials. If you contend that any Sloan Valve Company products are responsible for any mechanical or other problems, you must allow Sloan Valve Company the opportunity to inspect the premises and verify/diagnose the condition before you make any repairs or alterations to the product. Without limiting the other terms and conditions of this warranty, and any other defenses that Sloan Valve Company may have, you understand and agree that your failure to comply with the foregoing requirements will relieve Sloan Valve Company from any responsibility to you under this warranty.

How Do You Make a Warranty Claim?

Sloan Valve Company only permits distribution and resale of its products through authorized accounts, such as plumbing supply wholesalers and plumbing contractors. Except as otherwise may be required by applicable law, this warranty is void unless you purchased this product directly from an authorized account holder. If your product was purchased from an authorized account holder, you can initiate a claim under this warranty by either an email to techsupport@sloan.com or a call to Technical Support at 1-888-SLOAN14 (1-888-756-2614) and instructions will be provided. The customer must (a) obtain a Return Merchandise Authorization (RMA) number from Sloan Valve Company prior to returning any product, (b) include the RMA number (and proof of purchase, including identification of the authorized reseller from whom you purchased the product, unless the product was registered with Sloan Valve Company within 30 days of its purchase) and (c) be responsible for and prepay any shipping expense in connection with the return of any product to Sloan Valve Company. Any product returns, including returns for reasons other than warranty claims (e.g., the customer ordered the wrong product), are subject to Sloan Valve Company's Return Policy which can be found on the Sloan Valve Company website

DISCLAIMER OF WARRANTIES

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN VALVE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, ELECTRONICS AND SOFTWARE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN VALVE COMPANY ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

LIMITATION OF DAMAGES

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL SLOAN VALVE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND SLOAN VALVE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

LIMITATION OF LIABILITY

SLOAN VALVE COMPANY PROVIDES YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR SLOAN PRODUCTS, ELECTRONICS AND SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". SLOAN VALVE COMPANY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, AND THE PRODUCT, ELECTRONICS AND SOFTWARE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SLOAN VALVE COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, BUILDING. PRODUCT, ELECTRONICS, SOFTWARE, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT, ELECTRONICS AND SOFTWARE. PRODUCT INFORMATION PROVIDED BY SLOAN VALVE COMPANY IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, INFORMATION PROVIDED THROUGH THE PRODUCT INFORMATION IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE BUILDING AND ON THE PRODUCT, NOR A SUBSTITUTE FOR A MONITORING SERVICE THAT MONITORS THE LOCATIONS OF INSTALLATION OF THE PRODUCTS, ELECTRONICS AND SOFTWARE.

Your Rights and This Limited Warranty

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions under certain circumstances. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

Sloan Valve Return Policy

At Sloan, our goal is to ensure our customers are satisfied with their purchase. Our products are manufactured under the highest quality standards and are all backed by a limited warranty.

If a product is found defective prior to or during installation, Sloan may issue a return material authorization (RMA) number and credit in exchange for the defective product.

Should the customer require a part to repair a product, the part should not be taken from another finished good unit. Refer the customer to Sloan Technical Support at 1-888-SLOAN14 (1-888-756-2614) or via email at <u>techsupport@sloan.com</u>. Parts in stock are usually sent out within 24 hours and customers will receive parts within 3 to 7 business days. For non-inventoried items lead times may vary. Parts that are needed sooner will be handled on a per case basis. Credits may be denied for units returned incomplete or for cannibalized units.

If the product cannot be serviced, a credit may be requested and the factory may issue a RMA number.

Upon receipt of the returned product, Sloan will inspect and test the product prior to issuing credit. Credit may be denied under the following conditions:

- 1. The product returned does not match the RMA
- 2. The returned unit is missing components
- 3. The returned unit has been cannibalized
- 4. The returned unit is out of the warranty period
- 5. The product has been damaged via field service ex-factory
- 6. The returned unit is not manufactured by Sloan
- 7. The product is not defective

If no apparent defect is found the customer may be contacted to clarify the reason for the return.

Do not initiate a debit memo or make any deductions. Wait for a credit memo to be issued. As described above, full credit may be denied in some circumstances.

If the product is not received by Sloan within 90 days of creating the RMA, the RMA will expire.

Credit is usually processed within 20 business days of product receipt.

Products which are determined to be defective or shipped incorrectly by Sloan will be credited at invoice price. Products returned for reasons other than defects or Sloan errors are subject to a 25% handling charge, return freight is at customer's expense. If the invoice is not available, then credit will be issued based on the previous price sheet if the price sheet is less than one year old. All returns must be authorized by the factory prior to returning. The factory will issue a RMA number. The RMA number must be visible on the outside of each carton being returned.

All returns of special finish and special order products are subject to a minimum 50% handling charge and must be returned within one year, original invoice required. Custom sink orders are not returnable. Sinks and mounting cannot be returned once shipped. If components (faucets, soap dispensers, hand dryers) have not been opened, they can be returned for partial credit.

All returned material should be returned in the original, unopened shipping cartons or suitably packed. The material is to be packaged such that it will not be damaged during the return.

Material over 2 years old is subject to a 50% handling charge. Any product over 3 years old will not be accepted.

Deductions will be made for any material returned that is not in saleable condition. Material not in saleable condition will be returned to customer or scrapped at customer request.

When material is to be returned, call your representative, who will contact the factory for an RMA number. The following information is necessary when requesting an RMA:

- 1. Invoice Number
- 2. Product Code Number
- 3. Product Part Number
- 4. Product Date Code
- 5. Quantity
- 6. Reason for return request (be specific, 'defective' is not a reason). If defective, text must be included to describe the symptom of the problem. For example. 'Doesn't work' is not the symptom. 'Faucet not activating' would be more appropriate. Material returned as defective but, on inspection, is found serviceable will be returned to the customer at their expense or scrapped with no credit issued. A test report will be available upon request.
- 7. All returns are to be freight prepaid

The RMA number must be on each load and each container.