



LEONARD VALVE COMPANY 1360 Elmwood Avenue Cranston, RI
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Leonard Valve Company – Standard Terms & Conditions of Sale

TERMS AND CONDITIONS

Prices are subject to change without notice. A minimum charge of \$75.00 net will apply on all orders. A Quick Ship Fee of \$25.00 will apply to same day shipments of in stock valves. Contact your Leonard representative for details on the Quick Ship Program. Shipments are FOB, Cranston, RI, with full freight allowed on \$2500 wholesale net. This freight allowance does not apply to partial shipments. Federal or local sales taxes will be added to net price and paid by the purchaser where applicable.

RETURNED GOODS

Written authorization must be obtained before goods are returned. Transportation will be paid by the shipper. Cabinet assemblies, Megatrons, Nucleus and all modified (non-standard) assemblies are not returnable! Goods must be returned within 60 days of shipment for credit. Special items will not qualify for credit (refer to original invoice for terms.) Factory authorized returns must be carefully packed in proper containers and the shipping charges prepaid. Handling, reconditioning or restocking charges will be determined by the factory and paid by the shipper. No claim will be allowed for products damaged in transit, during or after the installation, and expenses incurred with claims for which Leonard is not liable will be charged to the buyer.

LIMITED WARRANTY

Leonard Valve Company (hereinafter, "Leonard") warrants the original purchaser that products manufactured by Leonard will be free from defects in material or workmanship under normal conditions of use, when properly installed and maintained in accordance with Leonard's instructions, for a period of one year from the date of shipment. During this period, Leonard will at its option repair or replace any product, or part thereof, which shall be returned, freight prepaid, to the Leonard factory and determined by Leonard to be defective in materials or workmanship. Leonard provides no warranty, express or implied, which extends beyond the description contained herein. LEONARD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Nonetheless, some jurisdictions may not allow the disclaimer of certain implied warranties, in which case Leonard hereby limits such implied warranties to the duration of the limited warranty period contained herein. Some jurisdictions may not allow limitations on how long an implied warranty lasts, so the foregoing durational limitation may not apply to you. In no event will Leonard be liable for labor or incidental or consequential damages. Any alteration or improper installation or use of this product will void this limited warranty. If any provision of this limited warranty is prohibited by law in the applicable jurisdiction, such provision shall be null and void, but the remainder of this limited warranty shall continue in full force and effect.

TEN YEAR LIMITED THERMOSTAT WARRANTY

Leonard Valve Company warrants the original purchaser that DURA-trol® solid bi-metal thermostats furnished in all Next Generation High/Low Systems, High Capacity Systems, Megatron Control Stations, and Emergency Mixing Valves, along with all paraffin thermostats furnished in all XL and LV Series mixing valves, will be free from defects in material or workmanship under normal conditions of use, when properly installed and maintained in accordance with Leonard Valve Company's instructions, for a period of ten years from the date of shipment. During this period the Leonard Valve Company will at its option repair or replace any such thermostat which shall be returned, freight prepaid, to the Leonard factory and determined by Leonard to be defective in materials or workmanship. There are no warranties, express or implied, which extend beyond the description contained herein. There are no implied warranties of merchantability or of fitness for a particular purpose. In no event will Leonard be liable for labor or incidental or consequential damages. Any alteration or improper installation or use of these products will void this limited warranty.