



CLOW CANADA

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CLOW CANADA WARRANTY

Clow warrants that the goods furnished hereunder will be free from defects in material and workmanship under normal and customary use and maintenance for a period of ten years for Resilient Wedge Gate Valves and twelve years for Fire Hydrants and one year for all other product, from the earlier of date represented by the code cast on the goods or the date of purchase, provided the goods are installed and maintained according to Clow's instructions and applicable codes.

Hydrant paint and maintenance parts excluded from warranties beyond one year. The foregoing warranty does not cover failure of any part or parts manufactured by others, which shall be subject to the warranties of the manufacturers of said parts, and the foregoing warranty does not cover failure of any part or parts from external forces, including but not limited to earthquake, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave.

Should any Clow part or parts fail to conform to the foregoing warranty, Clow shall, upon prompt written notice thereof, repair or replace, F.O.B. point of manufacture, such defective part or parts.

Buyer shall, if requested, return the part or parts to Clow, transportation prepaid.

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Buyer shall bear all responsibility and expense incurred for removal, reinstallation, and shipping in connection with any part supplied under the foregoing warranty. Repair or replacement as set forth shall be the buyers sole remedy, whether such claims are based on breach of warranty, negligence or other theories.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, IN NO EVENT SHALL CLOW CANADA BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES.

Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Clow in writing within thirty (30) days from the date Buyer discovered, or should have discovered any claimed breach.

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