

HARCO PRICE LIST

PHILMAC® Ball Valves

Conditions of Sale

RETURNS: All returned merchandise must have authorization from Harco. Returned merchandise will only be accepted within one (1) year of the date of invoice. Merchandise must be in new and marketable condition. Freight charges on authorized returns must be prepaid and a restocking charge will be made except for returns resulting from shipping errors on our part or material proven to be defective.

CLAIMS: All claims for damage or shortage in transit shall be handled with the carrier by the consignee.

LIMITED GUARANTEE: The Harrington Corporation (Seller) guarantees to credit against invoice or, at its option, to furnish, but not to install, replacement parts of like kind, F.O.B. Seller's manufacturing plant of origin, any items of its manufacture proved to be defective in material or workmanship within one (1) year from date of shipment provided Buyer (or Purchaser) gives immediate written notice of such alleged defect and, if required, returns defective item to Seller's Lynchburg, Virginia plant freight prepaid. Items or components not of Seller's manufacture are not included in the foregoing guarantee but are subject only to any warranty of their respective manufacturers. Seller shall not be liable for the cost of any repairs or work done or materials used by the Buyer because of defective or non-conforming items, unless authorized in writing by Seller. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF THIS GUARANTEE** unless applicable federal or state law forbids exclusion of incidental or consequential damages.

WARRANTIES: EXCEPT FOR THE ABOVE "GUARANTEE," SELLER MAKES NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO PRODUCTS SOLD BY US, UNLESS APPLICABLE FEDERAL OR STATE LAW FORBIDS SUCH DISCLAIMER OF WARRANTIES TO THE EXTENT THAT APPLICABLE FEDERAL OR STATE LAW FORBIDS THE DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE SAME DURATION (ONE YEAR) AS SELLER'S ABOVE GUARANTEE. NO WAIVER, ALTERATION, OR MODIFICATION OF THIS DISCLAIMER OF WARRANTIES SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER.

PRICES: Subject to change without notice. Possession of price sheets does not constitute an obligation to sell and orders may be refused without cause.

SUITABILITY: Contact with corrosive soils or carried water may require the use of protective measures for metallic components. It is the responsibility of the Buyer to determine both the need for protective measures and type of protective measures required. Buyer is solely responsible for the effectiveness of protective measures used.



ENGINEERED FOR DURABILITY