

# dahl Brothers Canada Limited

## LIFETIME LIMITED WARRANTY

dahl Brothers (Canada) Limited (“dahl”) warrants to the purchaser from dahl (the “Purchaser”) and the end user (the “End-User”) that its Mini-Ball™ Valve, dahl-in-one®, Fitting, and Globe Style Valve products (the “Products”) sold after Sept. 1, 2013, shall be free from defect in materials and workmanship, under normal use and service, for the lifetime of the installation commencing on the installation date of the Product, and that the Product will conform to the specifications for the Product which are in effect at the time that the Product is manufactured. The product warranty is transferable upon sale of the property.

A Purchaser or End-User (the “Claimant”) submitting a claim under this Warranty must do so in writing to dahl at 2600 South Sheridan Way, Mississauga, Ontario, L5J 2M4 or at such other address as may be advised by dahl from time to time via its web site or by other technology, and if required by dahl, obtain dahl’s return Product authorization and return the Product to dahl or its authorized agent at the Claimant’s expense for inspection. It shall be the responsibility of the Claimant to prove that the claim and Product have been received by dahl. **Upon confirmation that this Limited Warranty (the “Warranty”) is applicable by dahl, dahl shall: (1) replace the Product with one of like quality, grade and function; (2) pay up to \$50 in labor charges for the de-installation or re-installation of a replacement Product; and (3) pay mailing costs incurred to send a replacement Product to the Claimant.**

***THIS SECTION IS NOT APPLICABLE TO PERSONAL/ RESIDENTIAL/ CONSUMER PURCHASES:***

*dahl makes no other representation or warranty as to the merchantability, quality or fitness of the Product for any purpose and, to the extent permitted by applicable law specifically disclaims all representations and warranties of every kind and nature whatsoever, whether express, implied, statutory or otherwise, in relation to the Product. dahl’s liability with respect to any claim by a Claimant will be limited solely to replace the Product as set forth in this Warranty.*

This Warranty does not apply to any defect in the Product or damages incurred in connection with the Product if such defect or damages involve, relate to or are caused in whole or in part by any of the following:

1. use for any purpose other than water/glycol based plumbing and heating systems;
2. normal wear and tear;
3. ‘Specialty Finishes’ as the same are identified in dahl’s hard copy or electronic catalogue as of the date of manufacture of the Product;
4. any product or component of a Product that is not manufactured by dahl;
5. the use of the Product for purposes other than those intended by dahl or permitted in accordance with applicable law or regulation;
6. Products which are not installed, used or serviced in accordance with dahl’s specifications or any applicable law or regulation;
7. abuse, mishandling, tampering, improper installation, improper operation or modification of the Product, neglect or accident;

8. any force majeure, fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, act of terrorism, vandalism, or contamination, including, without limitation, damages incurred in connection with any substance other than water/glycol being introduced into the system of which the Product forms a part, freezing, corrosion or adverse water or external environmental conditions, or any other cause beyond the reasonable control of dahl; or
9. Claimant’s failure to take reasonable steps to maintain and inspect the Product or failure to take appropriate standby procedures in place in relation thereto.

**THIS SECTION IS NOT APPLICABLE TO PERSONAL/RESIDENTIAL/CONSUMER PURCHASES:**

IN NO EVENT SHALL dahl BE LIABLE OR RESPONSIBLE TO ANY PARTY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DEATH OR INJURY (WHETHER PHYSICAL OR MENTAL) OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, CONTINGENT, LIQUIDATED, PUNITIVE OR EXEMPLARY LOSS OR CLAIM, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFIT, WATER DAMAGE OR MOLD INTRUSION, ARISING FROM OR IN CONNECTION WITH THE PRODUCT, OR ANY DELAY IN REPLACING THE PRODUCT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF dahl, WHETHER OR NOT THE SAME CONSTITUTES NEGLIGENCE, GROSS NEGLIGENCE OR FUNDAMENTAL BREACH, OR ANY ACTUAL OR ALLEGED MANUFACTURING DEFECTS IN THE PRODUCT, EVEN IF DAHL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR IF THE LIKELIHOOD OF SUCH DAMAGES WAS FORESEEABLE.

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OUTSIDE ONTARIO. This Warranty shall be interpreted in accordance with the laws applicable in Ontario, Canada (other than Ontario principles of conflicts of law) and all disputes in connection with this Warranty shall be resolved by the courts of the Province of Ontario which shall have exclusive jurisdiction.

This Warranty constitutes the entire agreement between the parties pertaining to the warranty for the Product; cannot be modified or waived without dahl’s written agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty and is hereby expressly excluded. If any provision of this Warranty or any part of any provision of this Warranty is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this Warranty or the balance of any provision of this Warranty absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this Warranty and this Warranty shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had never been inserted in this Warranty. Claimant’s acceptance of the Product shall without limitation constitute acceptance of all terms and conditions stated in this Warranty.

# dahl

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