

## **5000 Series Mixing Valve Warranty Terms**

Taco, Inc. will repair or replace without charge (at the company's option) any product or part which is proven defective under normal use within one (1) year from the date of start-up or one (1) year and six (6) months from date of shipment (whichever occurs first).

In order to obtain service under this warranty, it is the responsibility of the purchaser to promptly notify the local Taco stocking distributor or Taco in writing and promptly deliver the subject product or part, delivery prepaid, to the stocking distributor. For assistance on warranty returns, the purchaser may either contact the local Taco stocking distributor or Taco. If the subject product or part contains no defect as covered in this warranty, the purchaser will be billed for parts and labor charges in effect at time of factory examination and repair.

Any Taco product or part not installed or operated in conformity with Taco instructions or which has been subject to misuse, misapplication, the addition of petroleum-based fluids or certain chemical additives to the systems, or other abuse, will not be covered by this warranty.

If in doubt as to whether a particular substance is suitable for use with a Taco product or part, or for any application restrictions, consult the applicable Taco instruction sheets or contact Taco at [401-942-8000].

Taco reserves the right to provide replacement products and parts which are substantially similar in design and functionally equivalent to the defective product or part. Taco reserves the right to make changes in details of design, construction, or arrangement of materials of its products without notification.

TACO OFFERS THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS IS IN EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH IN THE FIRST PARAGRAPH ABOVE.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR STATUTORY, OR ANY OTHER WARRANTY OBLIGATION ON THE PART OF TACO.

TACO WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS OR ANY INCIDENTAL COSTS OF REMOVING OR REPLACING DEFECTIVE PRODUCTS.

This warranty gives the purchaser specific rights, and the purchaser may have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or on the exclusion of incidental or consequential damages, so these limitations or exclusions may not apply to you.

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