



HOLDRITE® HYDROFLAME™ LIMITED WARRANTY *

HOLDRITE® (“Manufacturer”) warrants that HOLDRITE® HYDROFLAME™ products (“Product” or “Products”) (a) conform to Manufacturer’s published specifications and (b) will be free from defects in material and workmanship for a Warranty Period of twelve (12) months from the date of purchase from Manufacturer.

Any Product found to have manufacturing defects in materials or workmanship which prevent the Product from performing as provided in Manufacturer’s published specifications, during the Warranty Period, shall be either refunded, repaired or replaced, at the Manufacturer’s sole and exclusive option. Warranty repairs or replacements shall be made available at Manufacturer’s expense, including freight and handling charges to deliver said repairs or replacements to the distributor or job site, as appropriate. The above shall be the sole and exclusive remedy available for any claim of defective Product. Manufacturer’s obligation under this warranty shall be considered fulfilled even if claimant refuses the repair or replacement, as long as a timely and good faith offer to remedy according to the policies stated herein is made by Manufacturer.

Manufacturer reserves the right to examine all goods before concluding a warranty claim and offering remedy. Replacement will usually be made with identical Product; if such is not available, a functionally equivalent product may be offered instead. Always contact HOLDRITE Customer Support for instructions and to request a Returned Goods Authorization before returning any materials for any reason, to ensure proper handling and a timely response. All returns must be shipped prepaid, according to the instructions received from HOLDRITE Customer Support.

Product shall be covered by this warranty as long as the item: (i) was installed and/or used in accordance with Manufacturer’s supplied instructions and existing plumbing codes; (ii) has not been subjected to abusive conditions; and (iii) was at all times used in a manner consistent with its intended function. Manufacturer does not warrant (i) any product, component or parts not manufactured by Manufacturer; (ii) defects caused by neglect or by failure to provide a suitable storage, handling or installation environment for the Product; (iii) damage caused by freezing, mold or UV degradation, or by excessive outdoor exposure; (iv) damage caused by use of the Product for purposes other than those for which it was designed; (v) damage or loss of Product function due to normal wear and tear of Product or components caused by use; (vi) damage caused by natural phenomena such as earthquake, fire, flood, wind and lightning; (vii) damage caused by unauthorized attachments or modifications; (viii) damage during shipment; (ix) vandalism; or (x) any other abuse or misuse.

If a warranty claim is made against a Product which has been installed and is still in place, Manufacturer may, at its option, request that its representatives be allowed to inspect the installation within a reasonable time frame before responding to the claim. If Manufacturer determines that a defect exists, Manufacturer will promptly make suitable remedy available, according to the policies stated herein, for the defective Product.

The buyer assumes all responsibility for determining whether the Product is fit for a particular purpose and suitable for buyer’s methods and application. Any claim with reference to defects in Products sold under this warranty shall be considered waived and without effect unless Manufacturer is notified in writing within the earlier of a) thirteen (13) months following the date of purchase, or b) thirty (30) days after the defects were discovered or by reasonable diligence should have been discovered.

In no event will Manufacturer be liable for any special, incidental, or consequential damages or expenses based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Damages or expenses that Manufacturer will not be responsible for include, but are not limited to, loss of profits, loss of savings or revenue, labor or related expenses of Product replacement or repair of damage, loss of use of the Product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury (including death) to persons or property. Buyer shall indemnify Manufacturer against all liability, cost or expense which may be sustained by Manufacturer because of any such loss, damage or injury.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER MAKES NO OTHER WARRANTIES, NOR OFFERS ANY ADDITIONAL REMEDIES, EXPRESS OR IMPLIED, OF ANY KIND, BEYOND REFUND, REPAIR OR REPLACEMENT OF THE PRODUCT PURSUANT TO THE CONDITIONS HEREIN. MANUFACTURER RESERVES THE RIGHT TO MAKE CHANGES OR IMPROVEMENTS TO ITS PRODUCTS OR SPECIFICATIONS AT ANY TIME WITHOUT NOTICE. IN THE EVENT OF SUCH CHANGES OR IMPROVEMENTS, MANUFACTURER IS UNDER NO OBLIGATION TO OFFER UPGRADES, REPLACEMENTS OR ANY OTHER COMPENSATION FOR ANY PRODUCTS PREVIOUSLY SOLD.

*** The above Warranty shall apply to HOLDRITE® HYDROFLAME™ Products ONLY.**



PLEASE NOTE: HOLDRITE® HydroFlame's™ superior design meets and exceeds building codes, protects life and property against water, fire and smoke damage, and significantly reduces project installation costs. Because each Hydroflame product is custom crafted to your specifications, your order typically requires five or more days to be produced, plus shipping time from our LaVergne, TN facility.

HOLDRITE® HYDROFLAME™ TERMS AND CONDITIONS

PRODUCT RETURNS:

Due to the custom nature of the product, HOLDRITE HydroFlame purchase orders are Non-Returnable and Non-Cancellable.

SHIPPING AND LEAD TIME:

Please note that all HOLDRITE HydroFlame orders ship from our East Coast Distribution Center in Tennessee, unless orders are specifically requested to be staged in our Las Vegas distribution center. Due to the custom nature of HOLDRITE HydroFlame, please contact HOLDRITE Customer Support to establish lead times, at (800) 321-0316 in the U.S. and (760) 744-6944 in Canada.

PRICES:

List price sheet are available upon request. All prices are subject to change without notice. Please refer to current List Prices, available at www.holdrite.com.

ERRORS & SHORTAGES:

Shipping errors (e.g. wrong sizes or shortages) must be reported within 15 days.

DAMAGE TO FREIGHT:

Any shipment that appears to be damaged in shipping must be noted when signing for receipt of delivery.