WARRANTY

SIOUX CHIEF MANUFACTURING

Limited Lifetime Warranty
Sioux Chief Mfg. Co., Inc. (“Seller” or “the Seller”) warrants its products to be free from defects in material and workmanship under normal usage for the lifetime of the plumbing system in which they were originally incorporated. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.

This remedy shall be effective only if the product was installed in accordance with supplied instructions, common installation or use practices and existing building and plumbing codes and legal requirements; has not been subjected to misuse or abuse; was at all times used in a manner consistent with its intended use; was at all times used in installations and environments acceptable to its material and design specifications; was never modified, altered or repaired by anyone other than the Seller; was properly subjected to and passed common testing methods (including pressure testing for potable water and drainage systems) immediately after the product’s installation and before the product is put into service; was not damaged by freezing, corrosion, degradation or other adverse water, atmospheric or other natural conditions; was never subjected to improper protection during the installation or exposure to water pressures or temperatures outside acceptable operating conditions. In addition, Seller shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged, other costs resulting from labor charges, delays, vandalism, negligence; fouling caused by foreign material, chemical or any other circumstances over which the Seller has no control. This warranty excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear. The Seller also reserves the right to modify, alter or improve its product, or parts thereof, at any time without incurring an obligation to notify or modify, alter, improve or replace any product, or parts thereof, previously sold. If, on any occasion, Seller waives any term or condition, this waiver is not to be construed as a continuing waiver. For the purposes of this warranty, the lifetime of the original plumbing system is defined as the lesser of 25 years or the time before the plumbing system was replaced or materially changed; all products with automatically or manually moving parts are excluded from the limited lifetime warranty and carry a 3-year limited warranty, subject to the remaining terms, conditions and limitations of the warranty. Some States do not allow or have other parameters governing limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. THE WARRANTY SET FORTH HEREIN ABOVE AND BELOW IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Terms & Conditions
All sales are subject to the Standard Terms and Conditions set forth on Sioux Chief’s website at www.siouxchief.com. These terms include the following:

Returned Goods
No material shall be returned without authorization. When credit is issued it will be at the price charged, less handling charges based on costs of reconditioning, boxing, etc. Products that are obsolete or made to special order are not returnable. No merchandise will be accepted by Seller as a return unless such return is authorized in writing by Seller.

Returned Goods & Warranty Service
In order to return product or receive warranty service, customers must obtain a Return Goods Authorization (“RGA”) by contacting Seller using the following information:

MAIL: Customer Service Manager, Sioux Chief Manufacturing Co., Inc., 14940 Thunderbird Road, Kansas City, Missouri 64147
PHONE: 816-425-9900
FAX: 816-348-7502
EMAIL: info@siouxchief.com

Returned Goods Procedure
RGA requests must reference Seller’s order number, invoice number or the customer’s P.O. number, and must be less than twelve months old.

In order to be received, all returned material must be in multiples of the stated catalog minimum order quantity and in original condition. Specials or custom-made products are not considered normal stock and therefore cannot be returned, except in case of manufacturer’s defect. Customers will be charged 25% of invoice price for product restocking.

RGA is invalid if referenced product is not received within 90 days of an RGA issue date.

Issuer of the RGA does not authorize the customer to deduct the value of the return; once product is received by Seller and found to be in acceptable condition, Seller will issue a credit memo for returned product when applicable.

Seller reserves the right to deny, nullify or cancel an RGA at its discretion.

Minimum Order Quantities
A 10% surcharge will be applied to any item not purchased in multiples of the stated Minimum Quantity, except on drop-ship orders. Items with bold Minimum Quantities in the Numerical Index (back of catalog) can never be broken.

Full Freight Allowance
Sioux Chief will pay freight on all orders to single destinations totaling at least $2,000 net to locations within the 48 contiguous states (United States of America), at least $2,500 net to locations within Hawaii, Alaska, and Puerto Rico, and at least $2,000 CAD net to locations within Canada.

Processing of Orders
All orders are processed immediately upon receipt and accepted by Seller. Seller reserves the right to charge back to Buyer costs incurred from order cancellations or changes, and to consider additions as separate orders.

Price Changes
All prices quoted from time to time by Seller are subject to change without notice up to time of shipment. Invoice totals and discounts will be calculated out to the fourth decimal digit. If Buyer fails to give written notice of objection to Sioux Chief’s order confirmation within the (10) days after Buyer’s receipt of Sioux Chief’s confirmation for the purchase order, the order confirmation pricing becomes binding.

Minimum Order Quantities
A 10% surcharge will be applied to any item not purchased in multiples of the stated Minimum Quantity, except on drop-ship orders. Items with bold Minimum Quantities in the Numerical Index (back of catalog) can never be broken.