



LIMITED WARRANTY

1. Limited Warranty.

a. Kupferle, LLC (“**Kupferle**”) warrants (this “**Limited Warranty**”) to the original purchaser or in limited circumstances subsequent owners or transferees (“**Purchaser**”) that, for the duration of the Warranty Period (defined below), will be free from defects in materials and workmanship under normal use, proper installation, and service conditions.

b. This Limited Warranty starts on the date of shipment and lasts for the time period set forth in the table below (this “**Warranty Period**”). The Warranty Period is not extended if Kupferle repairs or replaces the Product. Kupferle may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.

Product	Warranty Period
<ul style="list-style-type: none"> • Post Hydrants and Blow-Offs • Sampling Stations • Yard Hydrants 	One year
<ul style="list-style-type: none"> • Intelligent Monitoring and Automatic Flushing 	Three years

2. Warranty Limitations.

a. Without limiting the generality of the foregoing, this Limited Warranty does not apply to and Kupferle shall not be responsible for any defect, non-conformity, or failure resulting from: (i) abuse, misuse, neglect, negligence, transportation, accident, improper testing, improper installation, improper storage, improper handling, improper maintenance, abnormal physical stress, abnormal environmental conditions (including damage cause by the physical or chemical properties of water or liquids used in the hydrant), or any other use or condition for which the Product was not designed; (ii) reconstructions, repairs, or alterations by persons other than Kupferle or its authorized representatives; (iii) the integration or interaction of the Products with systems, software, equipment, or components not supplied by Kupferle; (iv) cosmetic or superficial attacks to a Product’s surface as a result of exposure to airborne sea salts at or around marine environments; or (v) acts of nature or other acts outside of the control of Kupferle, including without limitation, vandalism, lightning, wind, flooding, earthquake, ground shifting, or electrical fluctuations.

b. This Limited Warranty does not apply to any software or documentation (including without limitation any subscription-based software or software-as-a-service) and all such software and documentation are provided “as is” without any warranty of any kind as to defects or functionality. Kupferle makes no warranties, implied or actual, regarding any of its software or documentation. Kupferle has no obligation to provide any form of cybersecurity or data protection relating to the operation of the Product.

3. Exclusive Remedy.

a. Notwithstanding any other provision of this Limited Warranty, this Section 3 contains Purchaser’s exclusive remedy for any Products that do not conform to this Limited Warranty (“**Defective Products**”). Purchaser’s remedy under this Section 3 is conditioned upon Purchaser’s compliance with its obligations under this Section 3. During the Warranty Period, with respect to any allegedly Defective Products:

i. Purchaser shall notify Kupferle in writing of any alleged claim or defect within 30 days from the date Purchaser discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period).

ii. If after a reasonable number of attempts by Kupferle to remedy the defect or malfunction remotely (including over the phone and/or video call, at Kupferle’s discretion), Kupferle shall, at its sole election, send a representative to physically inspect and test the allegedly Defective Product, or request that Purchaser ship, such allegedly Defective Product (accompanied by a return material authorization form) to a location designated by Kupferle for inspection and testing. No returns will be accepted without a return material authorization form.

iii. If Kupferle’s inspection and testing reveal, to Kupferle’s reasonable satisfaction, that such Products are defective and any such defect has not been caused or contributed to by any of the factors described under Section 2 above, Kupferle shall in its sole discretion and at its expense, repair or replace such Defective Products.

iv. Purchaser has no right to return for repair or replacement any Product except as set forth in this Section 3. In no event shall Purchaser reconstruct, repair, alter or replace any Product, in whole or in part, either itself or by or through any third party without prior authorization from Kupferle or an authorized Kupferle representative.

b. THIS SECTION 3 SETS FORTH PURCHASER’S SOLE REMEDY AND KUPFERLE’S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

4. DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. EXCEPT FOR THIS LIMITED WARRANTY, (A) NEITHER KUPFERLE NOR ANY PERSON ON KUPFERLE’S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY KUPFERLE, OR ANY OTHER PERSON ON KUPFERLE’S BEHALF.

5. LIMITATION OF LIABILITY.

a. THE REMEDIES DESCRIBED IN SECTION 3 ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND KUPFERLE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. KUPFERLE SHALL HAVE NO LIABILITY WITH RESPECT TO DAMAGE OR DESTRUCTION OF PROPERTY OR THE PERSONAL INJURY OR DEATH OF PERSONS RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY.

b. IN NO EVENT SHALL KUPFERLE OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS LIMITED WARRANTY, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. IN NO EVENT SHALL KUPFERLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT.

PHONE: 800-231-3990

FAX: 314-231-2820

E-MAIL: kellys@hydrants.com
