

SLOAN LIMITED WARRANTY ON PRODUCTS PURCHASED

Effective Date: Prior to February 17, 2022*

Choose Sloan Valve Company craftsmanship with confidence. Learn about our coverage policies.

What's Covered?

Unless otherwise noted, Sloan Valve Company warrants its products, manufactured and sold for commercial or industrial uses, to be free from defects of material and workmanship for a period of three (3) years (one year for SF, special finish, Programmed Water Technologies "PWT" electronics, and 30 days on PWT software) from the date of first purchase. During this period, Sloan Valve Company will, at its option, repair, replace, or refund the purchase price of any product which fails to conform with this warranty under normal use and service. This shall be the sole and exclusive remedy under this warranty. Products must be returned to Sloan Valve Company, at customer's cost. No claims will be allowed for labor, transportation or other costs. This warranty extends only to persons or organizations that purchase Sloan Valve Company's products directly from Sloan Valve Company for purpose of resale. This warranty does not cover the life of batteries.

What Does This Warranty Not Cover?

Any damage, defect or malfunction caused by abuse, misuse, neglect, vandalism, accident, act of God (e.g., flood, fire, lightning), or other cause beyond the reasonable control of Sloan Valve Company is/are not covered by this warranty. Also, any damage, defect or malfunction resulting from faulty or improper installation of our product, insufficient plumbing water supply below minimum product operating conditions, alteration or modification of the product, use of accessories or attachments not manufactured by Sloan Valve Company, improper storage or handling of the product, failure to operate, maintain and/or repair the product in accordance with Sloan Valve Company's instructions, or use of the product in an application other than as published in Sloan Valve Company's technical and promotional materials, is/are not covered by this warranty.

What Are Your Responsibilities?

You are responsible for performance of all maintenance of your product recommended by Sloan Valve Company in the technical materials. If you contend that any Sloan Valve Company products are responsible for any mechanical or other problems, you must allow Sloan Valve Company the opportunity to inspect the premises and verify/diagnose the condition before you make any repairs or alterations to the product. Without limiting the other terms and conditions of this warranty, and any other defenses that Sloan Valve Company may have, you understand and agree that your failure to comply with the foregoing requirements will relieve Sloan Valve Company from any responsibility to you under this warranty.

How Do You Make a Warranty Claim?

Sloan Valve Company only permits distribution and resale of its products through authorized accounts, such as plumbing supply wholesalers and plumbing contractors. Except as otherwise may be required by applicable law, this warranty is void unless you purchased this product directly from an authorized account holder. If your product was purchased from an authorized account holder, you can initiate a claim under this warranty by either an email to techsupport@sloan.com or a call to Technical Support at 1-888-SLOAN14 (1-888-756-2614) and instructions will be provided. The customer must (a) obtain a Return Merchandise Authorization (RMA) number from Sloan Valve Company prior to returning any product, (b) include the RMA number (and proof of purchase, including identification of the authorized reseller from whom you purchased the product, unless the product was registered with Sloan Valve Company within 30 days of its purchase) and (c) be responsible for and prepay any shipping expense in connection with the return of any product to Sloan Valve Company. Any product returns, including returns for reasons other than warranty claims (e.g., the customer ordered the wrong product), are subject to Sloan Valve Company's Return Policy which can be found on the Sloan Valve Company website

DISCLAIMER OF WARRANTIES

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN VALVE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, ELECTRONICS AND SOFTWARE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN VALVE COMPANY ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

LIMITATION OF DAMAGES

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL SLOAN VALVE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND SLOAN VALVE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

LIMITATION OF LIABILITY

SLOAN VALVE COMPANY PROVIDES YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR SLOAN PRODUCTS, ELECTRONICS AND SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". SLOAN VALVE COMPANY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, AND THE PRODUCT, ELECTRONICS AND SOFTWARE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SLOAN VALVE COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, BUILDING, PRODUCT, ELECTRONICS, SOFTWARE, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT, ELECTRONICS AND SOFTWARE. PRODUCT INFORMATION PROVIDED BY SLOAN VALVE COMPANY IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, INFORMATION PROVIDED THROUGH THE PRODUCT INFORMATION IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE BUILDING AND ON THE PRODUCT, NOR A SUBSTITUTE FOR A MONITORING SERVICE THAT MONITORS THE LOCATIONS OF INSTALLATION OF THE PRODUCTS, ELECTRONICS AND SOFTWARE.

Your Rights and This Limited Warranty

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions under certain circumstances. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

Procedure for Resolving Disputes; Binding Arbitration; Class Action Waiver.

THIS LIMITED WARRANTY REQUIRES YOU AND SLOAN TO RESOLVE DISPUTES ARISING OUT OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY, ANY SLOAN PRODUCT, ANY COVERED PART OR ANY WARRANTY CLAIM (a "**WARRANTY DISPUTE**") IN ACCORDANCE WITH THE FOLLOWING PROCEDURES UNLESS YOU CHOOSE TO OPT OUT OF ARBITRATION ALL DISPUTES BETWEEN YOU AND SLOAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE SLOAN PRODUCT OR COVERED PARTS SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. BINDING ARBITRATION MEANS THAT YOU AND SLOAN ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. You understand that you would have had a right to litigate disputes through a court, and that you have expressly and knowingly waived that right and agreed to resolve any dispute arising out of this limited warranty through binding arbitration.

Informal Resolution. You agree first to attempt to resolve the Warranty Dispute informally and in good faith by contacting Sloan and providing a description of the Warranty Dispute and the relief requested. If the Warranty Dispute is not resolved within a reasonable time after Sloan receives your notice, you may proceed as set forth below.

Binding Arbitration. Except as expressly provided below, any Warranty Dispute you assert against Sloan shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA Consumer Arbitration Rules if you are an individual using the Sloan Product for personal, family, or household purposes, and otherwise under the AAA Commercial Arbitration Rules, in each case as modified by this Section and to the extent consistent with applicable law. The arbitration shall be conducted before a single neutral arbitrator. The arbitration may be conducted by telephone, by video conference, by written submissions, or at a location in Chicago, Illinois that is convenient for you and Sloan, as determined by the arbitrator or agreed by the parties, and shall be conducted in English unless otherwise required by applicable law. Should either party bring a dispute in an arbitration forum other than AAA, the court or arbitrator may award the other party its reasonable costs and expenses, including attorneys’ fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this arbitration provision.

Fees and Costs. If you are an individual using the Sloan Product for personal, family, or household purposes, arbitration fees and costs shall be governed by the AAA Consumer Arbitration Rules and applicable law, which means generally that if you initiate the arbitration, you will be required to pay for costs of arbitration up to \$250.00. Sloan will be responsible for paying all other costs of arbitration (including the arbitrator’s professional fees), unless the arbitrator determines that your claim was frivolous. If Sloan initiates the arbitration against you, Sloan will be responsible for all costs of arbitration. For non-consumer Warranty Disputes, arbitration fees and costs shall be allocated in accordance with the AAA Commercial Arbitration Rules, unless otherwise required by applicable law.

Authority of Arbitrator. The arbitrator shall have authority to resolve disputes regarding the formation, interpretation, applicability, enforceability, or validity of this Section, this Limited Warranty, and any Warranty Dispute, subject to the limitations set forth herein. The arbitrator may award any relief that would be available in an individual action in a court of competent jurisdiction, including any relief required by applicable law. Judgment on the award shall be final and binding on the parties and may be entered in any court having jurisdiction.

Class, Collective, and Representative Action Waiver. To the fullest extent permitted by applicable law, you agree that any Warranty Dispute shall be brought and resolved only on an individual basis. You waive any right to bring, maintain, participate in, or recover relief in any class, collective, consolidated, representative, private-attorney-general, or similar proceeding, whether in arbitration or in court. No arbitrator may consolidate your claim with any other person’s claim or otherwise preside over any class, collective, consolidated, representative, private-attorney-general, or similar proceeding involving your claim, except to the extent this waiver is prohibited by applicable law.

Opt-Out Right. You may opt out of this arbitration provision by sending written notice of your decision to opt out to Sloan no later than thirty (30) calendar days after the Purchase Date. Your opt-out notice must include your name, address, the Sloan Product purchased, the Purchase Date, proof of purchase, and a clear statement that you wish to opt out of the arbitration provision in this Limited Warranty. If you timely opt out, this arbitration provision will not apply to you, but all other terms of this Limited Warranty will remain in effect.

Federal Arbitration Act. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., to the fullest extent permitted by applicable law.

If any portion of this dispute resolution clause is determined by a court of competent jurisdiction or arbitrator to be invalid or unenforceable based upon any rule of law or public policy, all other terms, provisions and conditions of this dispute resolution clause shall nevertheless remain in full force and effect. Specifically, you and Sloan each waive the right to any jury trial should this matter be ordered to proceed in court.

Separate Written Warranty Agreements. If you and Sloan are parties to a separate written warranty agreement, including an electronic agreement, that is signed or affirmatively accepted by you and by an authorized representative of Sloan and that expressly governs the Sloan Product and warranty claim at issue, then the dispute-resolution provision in that separate warranty agreement will govern such warranty dispute to the extent it expressly applies. If no such separate warranty agreement applies, or if such agreement does not include an applicable dispute-resolution provision, then this Section will govern.

Relationship to Other Sloan Terms. This Limited Warranty governs only warranty coverage, warranty exclusions, warranty duration, warranty claim procedures, and warranty remedies for eligible Sloan Products. Purchases, sales, ordering, pricing, shipment, delivery, payment, credit terms, returns, cancellations, website use, online content, accounts, design tools, and other non-warranty matters are governed by Sloan's Terms of Sale, Credit Terms, Terms of Use, applicable order confirmations, return policies, cancellation policies, and other commercial terms applicable to the transaction. In the event of any conflict or inconsistency between this Limited Warranty and any other Sloan term, this Limited Warranty controls only with respect to warranty coverage, warranty exclusions, warranty duration, warranty claim procedures, and warranty remedies.

* The effective date appearing in the header of this page under the version control block is system-generated and is only for administrative and versioning purposes. That date does not constitute or modify the Effective Date or effectiveness of these Terms or Policies.