WARRANTY

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 Company, Inc., P.O. Box 397, Peculiar, Missouri 64078

PHONE: 816-779-6104

FAX: 816-758-5950

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.
- Issuance 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.
- Seller will only supply product credit for a return or warranty claim.
- Seller can reject a return for any reason at any time.

Warranty Procedure — Product & Property

- If there is a warranty claim on a part that involves property or other damage, Seller should be contacted by phone or in writing directly following the loss, and in no case later than 15 days of the date of alleged claim or failure and before any remediation or alteration of the loss site has been started; any notice beyond this time frame or after work has taken place to repair or change the loss site will materially affect the Seller's ability to adjudicate the claim and will void the warranty.
- The product in claim and/or its installation should not be modified before review by Seller; alteration of the alleged product or installation materially affects the Seller's ability to establish fault and voids the warranty.
- Upon submitting the claim according to this procedure and timing, claimant will receive a RGA number from Seller.
- With the RGA number, claimant should submit a formal report of the claim, including the date of the installation, a description of the problem and damage and pictures of the product and damage (if possible). This information should be sent to the above address at claimant's expense. Seller will not receive or process a claim without an RGA number.
- Seller will contact claimant with next steps, which may include a visit from a site investigator or other representatives of Seller, as Seller reserves the right to investigate all alleged loss sites.
- Seller shall not be responsible for shipping errors reported 10 days after receipt of material.
- Seller shall not be responsible for shipment shortages that are signed for as clear.

Full Freight Allowance

Sioux Chief will pay freight on all orders to single destinations totaling at least $2,500 list price to locations within the 48 contiguous states (United States of America), at least $3,500 list price to locations within Hawaii, Alaska and Canada and at least $4,500 list price to locations within Puerto Rico.

Processing of Orders

All orders are processed immediately upon receipt and acceptance 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 ten (10) days after Buyer's receipt of Sioux Chief's confirmation of 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.