

Tomahawk Limited Lifetime Warranty

Tomahawk Manufacturing ("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.