

# WARRANTY INFORMATION

## WARNING

Marshall Excelsior's products are mechanical devices made of materials such as rubber and metal, and are subject to wear, the effects of contaminants, corrosion, and aging, and these devices will eventually become inoperative. **Regular inspection and maintenance is essential.** Marshall Excelsior's products have a long record of quality and service, and therefore LP-Gas dealers may forget hazards that can arise from using aging devices that have outlived their safe service life. The safe service life of these products will be affected by the environment and the conditions of their use. The LP-Gas dealer knows better than anyone what this environment and the conditions of use are.

There are developing trends in state legislation and proposed national legislation making the owner of products responsible for replacing products before they outlive their safe service life. LP-Gas dealers should be aware of such legislation as it affects them.

All Marshall Excelsior products must be installed, inspected and maintained by a trained and experienced professional adhering to all installation instructions, product and safety warnings, local, state, and federal regulations, codes and standards and any other standards set by, but not limited to, NFPA, DOT or ANSI.

**LP-Gas is a highly explosive and flammable gas that should never be vented near a possible ignition source.**

## LIMITED WARRANTY

THIS WARRANTY for Marshall Excelsior manufactured products is provided by Marshall Excelsior, Inc., 1506 George Brown Drive, Marshall, MI 49068. Marshall Excelsior, unless otherwise specified in writing, warrants to the original buyer that for a period of five (5) years from the date of manufacture its products and repair kits will be free from defects in material and workmanship under normal service and use. This warranty covers manufacturing defects only, and does not cover defects and product non-compliance due to, misuse, alteration, neglect, accident, fire, or other external causes, alterations, or repairs. This limited warranty also does not cover normal wear and tear. During this warranty period, if a defect arises in the product, and you follow the instructions for returning the product, Marshall Excelsior will, at its option, to the extent permitted by law, either (i) repair the product using either new or refurbished parts, (ii) replace the product with a new or refurbished product that is equivalent to the product that is to be replaced, or (iii) refund to you all or part of the purchase price of the product. This limited warranty applies to the extent permitted by law, to any repair, replacement part or replacement device for the remainder of the original warranty period or for ninety (90) days whichever period is longer. All replaced parts and products for which a refund is given shall become the property of Marshall Excelsior. This is the only warranty or representation made by Marshall Excelsior, and the sole basis for liability respecting quality, performance, defects, repair, delivery, and replacement of products and repair kits. The foregoing shall constitute Marshall Excelsior's sole liability.

Marshall Excelsior does not warrant any product or part that has been altered, accidentally damaged, disassembled, modified, misused, neglected, not properly maintained or installed. Marshall Excelsior does not warrant cosmetic issues including but not limited to dents, scratches, product discoloration, color fading or any other imperfection that does not affect the functionality of the product.

Marshall Excelsior does not warranty any product or part not installed according to Marshall Excelsior's installation instructions or installed in violation of any regulation or warning by state, local, or federal regulators, or in violation of any standard or code set by, but not limited to, NFPA, DOT or ANSI requirements. The foregoing shall constitute Marshall Excelsior's sole liability to distributors, vendees and end users.

## K&A PRODUCT LIMITED WARRANTY

Marshall Excelsior warrants K&A products and repair kits to the original buyer to be free of defects in material and workmanship under normal service and use for one year from manufactured date

## LIMITATIONS

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND MARSHALL EXCELSIOR SPECIFICALLY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF MARSHALL EXCELSIOR CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT AND SERVICE.

MARSHALL EXCELSIOR IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

MARSHALL EXCELSIOR'S LIABILITY (EXCEPT AS TO TITLE) ARISING OUT OF THE SALE, USE OR OPERATION OF PRODUCTS OR REPAIR KITS, WHETHER ON CLAIMS FOR BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE (INCLUDING CLAIMS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES) SHALL NOT IN ANY EVENT EXCEED THE COST OF FURNISHING OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR REPAIR KIT.

## WARRANTY CLAIMS AND NOTICE

Warranty claims shall be made in writing to Marshall Excelsior's Home Office at 1506 George Brown Drive, Marshall, Michigan 49068 by the distributor, vendee or end user within twenty (20) days of discovery of the defect and the product must be postmarked and shipped F.O.B. origin to Marshall Excelsior's Home Office within thirty (30) days of the discovery of the defect. Marshall Excelsior will not accept any products or repair kits that does not have a Return Material Authorization (RMA) number from the Home Office in Marshall, Michigan. After Marshall Excelsior has inspected the product and deemed the product to be defective, at its discretion, Marshall Excelsior will repair, replace or refund the purchase price of the defective product or repair kit. If the buyer does not comply with the above stated requirements the buyer will waive unconditionally and absolutely any and all claims arising out of the alleged defect.

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## COMPLIANCE

Marshall Excelsior manufactures all of our products to the highest industry standards. All of our products meet or exceed the requirements of the Compressed Gas Association (CGA), the National Fire Protection Association (NFPA), American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME) or Underwriters Laboratories, Inc. (UL) where indicated.

## PRODUCT CHANGES

Marshall Excelsior reserves the right to change product specifications at any time. We are constantly evaluating our products and incorporating engineering advances to ensure our products perform and comply with changes in market conditions, government mandates, and code changes. Marshall Excelsior shall not be required to modify any equipment already sold or in service.

## FILTERS

Marshall Excelsior develops products to be used in a debris, dirt and contamination free system. Installing an in-line filter may be necessary in a system that contains unclean product or when the system contains debris, dirt, scale, rust or other contaminants.

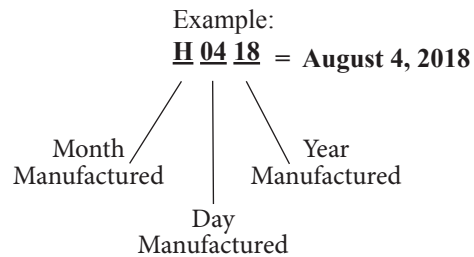
## PRODUCT AGE

Marshall Excelsior products are mechanical devices that are subject to wear, contaminants, corrosion, and aging of components made of materials such as rubber and metal. Over time these devices will eventually become inoperative. The safe service life of these products will reflect the environment and conditions of use that they are subjected to. **Regular inspection and maintenance is essential.** Marshall Excelsior products have a long record of quality and service, so LP-Gas dealers may forget hazards that can arise from using aging devices that have outlived their safe service life. The length of a device's life is determined by the environment in which it is used, and the LP-Gas dealer knows better than anyone about this environment.

There are developing trends in state legislation and proposed national legislation making the owner of products responsible for replacing products before they outlive their safe service life. LP-Gas dealers should be aware of such legislation as it affects them.

To determine the product's age, check the product for a date code consisting of a series of letters and numbers.

- |             |              |               |
|-------------|--------------|---------------|
| A = January | B = February | C = March     |
| D = April   | E = May      | F = June      |
| G = July    | H = August   | I = September |
| J = October | K = November | L = December  |



NOTE: Internal relief valves feature a different date code system.

