

# TERMS AND CONDITIONS (Abbreviated Version)



---

## **TERMS AND CONDITIONS OF SALE:**

All sales of Baird products are expressly made conditional on Buyer's assent to the Terms and Conditions set forth herein. (the "Terms and Conditions"). Baird is unwilling to make sales of its products unless the Buyer accepts Baird's Terms and Conditions, which include a Manufacturer's Limited Warranty. Baird's Terms and Conditions shall take precedence over any provisions that may appear on Buyer's standard form or purchase order, and no provision or condition of such form except as expressly stated herein, shall be binding in Baird.

## **USE AND APPLICATION:**

Use and Application of any Baird product is always determined by user. Baird brochures and/or catalogs are intended for informational purposes only and are not intended in any way to supplement or replace the individual engineering judgment of the user.

OTHER THAN AS SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY BELOW, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT MADE BY BAIRD, INCLUDING, BUT NOT LIMITED TO, ANY STATEMENTS CONTAINED IN ANY BROCHURE OR CATALOG REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF A PRODUCT, SHALL BE OR BE DEEMED TO BE A WARRANTY OR REPRESENTATION BY BAIRD FOR ANY PURPOSE, NOR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF BAIRD WHASOEVER.

## **DESIGN:**

Baird reserves the right to make changes in the design or construction of its products without notice, and without incurring any obligation to furnish or install such changes or modification on products perviously or subsequently sold.

## **MANUFACTURER'S LIMITED WARRANTY:**

Baird expressly warrants its products against defects in materal and workmanship uner ordinary use and service fora period of six months from the date of purchase from Baird or an authorized distributor of Baird products. This warranty is not applicable to product failure due to improper operation or usage, misapplication, or employment for other than normal and ordinary purposes.

Buyer's sole and exclusive remedy in the event of a defect is expressly limited to the repair or replacement of the product, or the refund of the purchase price, at the sole election of Baird. Written notice and explanation of the circumstance of any claim that a product has proved defective in material or workmanship should be given promptly by the Buyer to Baird. Baird requires proof of date of purchase and reserves the right to inspect any product claimed to be defective under this warranty.

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THESE MANUFACTURER'S LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL BAIRD VALVE AND REGUATOR, LLC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, OBLIGATIONS UNDER THIS AGREEMENT, NEGLIGENCE OR STRICT LIABILITY. BAIRD MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR A MINIMUM LENGTH OF SERVICE OR USE OF ANY BAIRD PRODUCT. BAIRD SHALL HAVE NO OBLIGATION TO REPAIR OR REPLACE ITEMS WHICH BY THEIR NATURE ARE EXPENDABLE.

## **HOLD HARMLESS AGREEMENT:**

Distributors of Baird Products, Original Equipment Manufacturers, and all purchasers of Baird products agree to indemnify and hold Baird harmless from and against all liability, loss, cost, damage, and/or expenses caused by, arising from, or incidental to any pollution by oil, gas, or any fluid discharge or spillage. Such indemnity and "hold harmless agreements" shall include but not be limited to action by the United States government, international government, the separate states, or provinces of the USA or international countries, or third parties under or applicable to USA or international countries and state, provincial laws and government orders, rules and regulations relating to pollution, both foreign and domestic.

---

**NOTE:** COMPLETE TERMS AND CONDITIONS CAN BE OBTAINED BY CALLING BAIRD VALVE AND REGULATOR, LLC AT 1-800-331-3028