

PRODUCT WARRANTY

National Pipe & Plastics, Inc. (National) warrants its PVC pipe and fittings against defective workmanship and material for a period of one year from date of applicable invoice. National's liability hereunder, either for breach of warranty or for negligence, is expressly limited, at National's option, to A) Replacement at the agreed point of delivery, at no cost to the Purchaser, of any product found by National to be defective or found not to conform to the applicable industry manufacturing standards, or B) to the refund or crediting to the Purchaser or the purchase price of such products, provided that National is notified immediately upon the discovery of any claimed defect and that representative samples of the allegedly defective product are returned, transportation prepaid, at National's request. No claim under this Product Warranty will be considered until the product and representative samplings thereof have been examined by National.

The above warranty constitutes the entire liability of National. National shall not be liable for any incidental or consequential damages directly or indirectly arising or resulting from the sale, transportation, handling, installation or use of the products sold, nor for product losses, reinstallation or labor costs.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF NATIONAL.

Situations that void this Product Warranty:

1. Excessive pressure-temperature combination during test or operation.
2. Malfunction or improper use of line devices adversely affecting pipe performance.
3. Use of the product under conditions for which the product was not designed, including, but not limited to, improper system design, under-sizing, over-pressure, water hammer or other negative performance features.
4. Failure to adhere to National's General Instruction Sheets concerning the proper handling, installation and testing of the product.
5. Over insertion of pipe or insertion of pipe past the insertion mark on gasket pipe application.
6. Improper installation and/or design of air relief systems.
7. Use of other than applicable and recommended solvents and lubricants.
8. Installation of the product in the ground for use as well-casing, except for ASTM F-480 products, use of the product for the transmission or transportation of natural gas or any other gaseous element or use with any compressed air systems.
9. National must be notified of any defect prior to repair and such repair must be authorized by National.
10. Purchaser must provide National the opportunity to view and test pipe samples suspected to be defective including inspection of installation procedures and job site conditions.
11. Warranty is null and void if factory installed gasket has been removed.