

POLOPLAST Special Limited Warranty

POLOPLAST extends the following limited warranty to the original purchase user of the POLOPLAST® brand piping system not including building or other components not manufactured by POLOPLAST.

1. POLOPLAST General Limited Warranty.

POLOPLAST warrants that the POLOPLAST System containing POLOPLAST Products (“Products”) shall, when delivered, substantially comply with the Product descriptions specifically agreed upon in writing and not show material manufacturing defects for 10 years after delivery of the POLOPLAST System. All warranty claims shall be subject to POLOPLAST’s determination that the Product did not meet the warranty offered hereunder and shall be fully satisfied and discharged by, at POLOPLAST’s discretion, either (i) bringing the defective Products in conformity with the contract specifications within a reasonable period of time upon receipt of any defective Products by POLOPLAST or (ii) delivering a like quantity of the Products substantially meeting the contract specifications upon receipt of any defective Products by POLOPLAST.

POLOPLAST should have granted access to site in order to inspect the environmental conditions and installation workmanship in order to determine the cause of failure.

2. Warranty Limitations.

POLOPLAST shall not be liable for any claims resulting from transport, negligence, abuse, unauthorized modification of the Products, improper or faulty use outside of the envisioned environment including improper or unauthorized operation or repair of the Products, handling or improper Products’ application or storage causing defects; damage caused by normal wear and tear, or faulty installation, misappropriation, acidic or abrasive fluids or chemicals; failure to comply with POLOPLAST’s written operating instructions, improper function of any part or material or improper specifications supplied by Customer or improper, faulty manufacturing due to defective or improper parts, materials, designs, blueprints and specifications supplied by Customer or supplied by any third party to Customer.

By way of further illustration, excluded are damages incurred as a result of:

- Non-compliance with the operating parameters defined and specified by POLOPLAST or provided in POLOPLAST documentation (pressure, temperature, fixing, etc)

- Any installation not in accordance with then-applicable building, mechanical, plumbing, electrical, or other applicable code requirements
- Defective joints not made in accordance with the POLOPLAST guidelines, including but not limited to: improper fusion technique, use of contaminated materials or tools, use of faulty or unsuitable tools, use of damaged materials or tools, or any connection made by an installer without the proper POLOPLAST training and qualification.
- Improperly assembled connections to other pipeline systems and/or components (threads, flanges, stubs, mechanical joints not intended for use with POLOPLAST PP piping etc.).
- All sealing elements used in the product lines manufactured by POLOPLAST.
- POLOPLAST Systems that were not subjected to the POLOPLAST prescribed pressure test or alternative testing approved by POLOPLAST prior to start-up.
- Damage caused by incorrect storage or handling
- Misuse, tampering, mishandling, neglect, or accidental damage
- Exposure to ultra violet light
- External and internal physical or chemical conditions
- Modifications or repair unless previously approved in writing by an authorized POLOPLAST representative

3. **Making Warranty Claims**

Any claim regarding any defect or inconformity under this warranty which a casual inspection would disclose must be made in writing to POLOPLAST America, Inc., 15415 International Plaza Drive, Suite 200, Houston, TX 77032 within seven (7) days of the delivery. All other claims under this warranty must be made in writing within fifteen (15) days after the alleged defect is discovered. All claims for warranties shall be made with a copy of the receipt showing the date of purchase and documentation about proper maintenance

4. **Exclusions.**

EXCEPT AS SET FORTH IN THE POLOPLAST SPECIAL BUILDING WARRANTY, POLOPLAST MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE POLOPLAST SYSTEM AND PRODUCTS OR THE MERCHANTABILITY, QUALITY OR WORKMANSHIP THEREOF. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE POLOPLAST SYSTEM OR PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON POLOPLAST'S SKILL OR JUDGMENT TO SELECT OR FURNISH POLOPLAST SYSTEM OR PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. NEITHER POLOPLAST NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR POLOPLAST SYSTEM, LOSS OF PROFIT OR REVENUE, OF CAPITAL, OR CLAIMS

RESULTING FROM CONTRACTS AND/OR AGREEMENTS BETWEEN CUSTOMER, ITS CUSTOMERS AND/OR SUPPLIERS.

5. Acts of God.

POLOPLAST shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fires, floods, earthquakes, storms or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo, labor disputes, strikes, lockout or interruption or failure of electricity or telephone service.

6. State Law.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.