



LIMITED WARRANTY

1. Limited Warranty

Plastic Services and Products, LLC. ("PSP") warrants products to be free from defects in material and workmanship under normal use for a period of twenty (20) years for ABS pipe and fittings and ten (10) years for PVC pipe and fittings. The Warranty Period shall begin upon the date of invoice. **This Limited Purchase Warranty represents the full scope of the warranty provided to Purchaser, and it may not be modified by any oral representations.** This Limited Purchase Warranty supersedes all prior versions of the Warranty, written, expressed or implied.

2. Warranty Exclusions

This Limited Warranty is void if:

- a) The Products are used in applications other than their intended purpose as defined by local plumbing and building codes, and the applicable ASTM standard.
- b) The Product is not installed by a licensed contractor qualified to install the Product.
- c) The Product is not installed in accordance with the instructions published by PSP.
- d) The Product has been subject to modification, misuse, improper maintenance or repair, or damage caused by the fault or negligence of anyone other than PSP.
- e) The Product is damaged as a result of freezing or overheating of liquids in the Product.
- f) The Product is damaged due to exposure to ultraviolet (UV) light.
- g) The Product fails as a result of contact with chemical agents and other substances that are not compatible with the Product.

3. Warranty Claims

This warranty shall only be valid if purchaser makes a claim in writing within thirty (30) days after the date the defect is or should have been discovered. Claims shall include proof of purchase, photographs, product label information and production dates. Upon receiving the Warranty claim, PSP, may at its discretion, request samples of the alleged defective Product. A representative of PSP, shall also be authorized to inspect the Property. If, following the inspection of the Property, PSP determines that a valid Warranty claim exists, PSP shall repair or replace, at its option, (a) the defective Pipe and (b) the damage to those portions of the Property caused by the defect. All work

shall be performed by PSP or subcontractors chosen by PSP. **PSP will not honor invoices, bills or receipts for labor performed or materials furnished by or at the direction of the Purchaser.**

4. Liability Limitations

Products manufactured by PSP are made to the applicable ASTM standard. PSP cannot accept responsibility for the performance, dimensional accuracy, or compatibility of Products not manufactured by PSP.

PSP's liability under this limited Warranty shall not exceed the purchase price paid by the Purchaser for the Property and shall not extend to consequential damages such as bodily injury, damage to personal property, or damage to real property that is not part of the Property or that is not covered by the liability insurance of PSP in effect at the time the claim is made.

Actions taken by PSP under this limited Warranty to repair or replace shall not extend the Warranty Period.

Except as provided in this limited Warranty, PSP makes no other representations or warranties of any kind of nature, express or implied, including, but not limited to those of merchantability fitness for a particular purpose, workmanlike construction, design, condition, quality, or otherwise with respect to the Product. There are no warranties which extend beyond the description on the face hereof, and PSP shall not be liable to Purchaser or any other person or entity for any damages, incidental, consequential, special or otherwise for breach of warranty, failure or delay in making repairs or for any other cause except as specifically set forth in this warranty.

Except for the warranties provided in this limited Warranty, Purchaser assumes the risk of any and all damages hereafter occurring to the Product or appearing in or on the Property, regardless of the cause thereof.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state.