

HOME-FLEX[®]

UNDERGROUND

LIMITED ONE YEAR WARRANTY

Valencia Pipe Company, Inc. ("VPC") hereby provides this limited one year warranty that its HOME-FLEX Underground[®] Products will be free from any defect of workmanship and material for a period of one year beginning from the date of proof of purchase. If any of the HOME-FLEX Underground[®] Products are determined to be defective by VPC, the measure of the damage is limited to the price of the defective goods only. No reimbursement for labor or expense required to repair the defective goods, or occasioned by them, will be allowed. VPC shall have no liability whatsoever under this warranty for any amount in excess of the price paid for the HOME-FLEX Underground[®] Product.

Should any defect of the HOME-FLEX Underground[®] Product be claimed, the proposed defective HOME-FLEX Underground[®] Product must be returned to VPC within the limited warranty period of one year from the date of the product's purchase. The obligation of VPC under this limited warranty is: VPC, at its sole discretion, may replace the defective HOME-FLEX Underground[®] Product; repair the defective HOME-FLEX Underground[®] Product; or refund the purchase price paid for the HOME-FLEX Underground[®] Product following receipt by VPC of proof of purchase of its HOME-FLEX Underground[®] Product.

This limited one year warranty shall not apply to any part or parts of the HOME-FLEX Underground[®] Products if it has been installed, altered, repaired or misused, through negligence or otherwise, in a way that in the opinion of VPC affects the reliability of, or detracts from, the performance of the product. Nor does this limited warranty cover replacements or repairs necessitated by loss or damage resulting from any cause beyond the control of VPC, including but not limited to acts of God, acts of government, floods or fires.

In order for the VPC limited warrant to apply; the HOME-FLEX Underground[®] Product installation must have been performed strictly in accordance with local plumbing and/or building codes, and in accordance with the HOME-FLEX Underground[®] Installation Practices and Guidelines by a Qualified Installer as determined by the governing authority at the installation location.

The foregoing is provided in lieu of any other warranties (expressed, implied or statutory) and VPC neither assumes nor authorizes any person to assume for VPC any other obligation or liability in connection with the sales of its products. This VPC limited one year warranty implies no warranty of merchantability or fitness for a particular purpose and is hereby disclaimed and excluded from the VPC limited warranty. VPC also reserves the right to repair or replace any defective part of the HOME-FLEX Underground[®] Product that is determined by VPC to have been determined to have a defect during the limited warranty period.

