

Warranty

Limited One Year Warranty: The liabilities of NDS are limited solely and exclusively to replacement as set forth in our standard "Statement of Warranty", alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. NDS drainage products are designed to be used for exterior surface drainage only.

Limited Lifetime Warranty: NDS warrants to the original owner of its NDS catch basins, grates, channel and Pro Series valve boxes, subject to the conditions set forth in this warranty, that NDS catch basins, grates, channel and Pro Series valve boxes will remain free from manufacturing defects.

All NDS products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by NDS. Our liability is limited to replacement of products acknowledged by NDS to be defective.

Exclusive Warranties and Remedies: The foregoing remedies are exclusive and are given and accepted in lieu of (I) any and all other warranties, expressed or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose; and (II) any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from NDS, Inc.'s negligence, actual or imputed. The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties or these limitations will be binding on NDS, Inc., unless such is signed in writing by an authorized officer of NDS, Inc.

The liability of NDS, Inc., hereunder shall be limited to restoring to good working order, provided that NDS, Inc., is not required to restore the product to good working order when such failure is due to causes beyond NDS, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control.

These provisions are complete and exclusive statements of all terms and conditions between NDS, Inc., and the consumer. These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No NDS, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.