

SEYMOUR LIMITED WARRANTY

BRUISER Products: Polyethylene Pipe and Tubing

Subject to the conditions and limitations in this warranty, SEYMOUR INDUSTRIES LTD. warrants to professional installers that for a period of 25 years from date of initial installation in potable underground water distribution systems, its BRUISER pipe and tubing, under normal conditions of use, will be free from failure caused by manufacturing defect. In municipal water service applications (water main to meter), this warranty only applies if BRUISER 200 PSI CTS or IPS is used.

You do not have a remedy or right to reimbursement under this warranty and this warranty does not apply if the failure or any resulting damage is caused by: (1) components in the system other than the pipe or tubing; (2) not designing, installing, inspecting, or testing the system in accordance with good plumbing practices, applicable code requirements and nationally recognized installation standards (such as AWWA C-901 and ASTM D-2774) (3) improper storage (more than five years outdoors in direct sunlight) or handling of the pipe or tubing; (4) acts of nature such as earth movement, fire, flood, or freeze; (5) use of the pipe or tubing in conditions beyond design specifications, such as improper operating temperature and/or pressure levels or inappropriate exposure to chemicals.

In the event of a leak or other failure in the product covered by this warranty it is the responsibility of the property owner to contract and pay for any repairs. Only if the warranty applies will Seymour Industries be responsible for the remedies available under this warranty. The pipe or tubing which you claim failed should be kept and Seymour Industries contacted by writing to us within thirty days after the leak or failure and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect and document the date of installation. Within a reasonable time after notification, Seymour Industries will investigate the reasons for the failure, which includes the right to inspect the site of the claimed problem. In the event that it is determined the failure was covered by this warranty, Seymour Industries' only obligation under this warranty and your exclusive remedy is as follows:

Seymour Industries will provide, free of charge and freight prepaid, a quantity of Seymour Industries manufactured pipe or tubing equivalent to that amount proven to be defective;

Seymour Industries will reimburse up to \$3.00 per linear foot for reasonable direct labor charges to remove and replace the defective pipe or tubing and replace it with new Seymour Industries pipe or tubing. Seymour Industries SHALL NOT BE LIABLE FOR ANY OTHER EXPENSES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Other than this limited warranty, Seymour Industries does not authorize any person or firm to create for it any other obligation or liability in connection with any warranty extended by them to builders or owners of site built construction.