

SEYMOUR LIMITED WARRANTY
GEO-Black Products: Polyethylene Pipe and Tubing

SEYMOUR INDUSTRIES LTD. warrants to professional installers that polyethylene pipe and tubing manufactured by Seymour Industries, when properly installed in closed-loop, geothermal heat pump systems and under normal conditions of use, will be free from failure caused by a manufacturing defect, which includes materials defect, for a period of fifty (50) years from date of manufacture.

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 closed-loop, geothermal heat pump system other than the pipe or tubing; (2) not designing, installing, inspecting, or testing the system in accordance with the recommendations of the International Ground Source Heat Pump Association (IGSHPA), applicable code requirements, if any, and industry accepted guidelines; (3) damage to the product caused prior to installation, inadequate freeze protection, or misuse of the system to include improper temperature and pressure levels; (4) natural disasters such as earth movement, fire, flood, or lightning; (5) the use of unapproved additives or antifreeze solutions (such as ethylene glycol). This warranty does not cover the process, method, or any device used to join the pipe or tubing. In the event of a leak or other failure in the system, you must promptly notify Seymour Industries at the address below and identifying your claim as a warranty claim. 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: (1) 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; (2) Seymour Industries will provide a labour allowance of up to \$1.00 per linear foot of excavation incurred on the installation site in locating and removing the defective pipe or tubing and replacing 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.