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NON-SABS HDPE & LDPE PIPES & FITTINGS. LIMITED WARRANTY AND LIMITATIONS OF LIABILITY FOR PLASTIC MAN PRODUCTS.

1. LIMITED WARRANTY:

Plastic Man warrants that the standard Polyethylene (PE) pipe and related products manufactured by Plastic Man are manufactured in accordance with the applicable industry guidelines referenced on the products and are free from defects in workmanship and materials for a period of 3 Years above ground & 5 underground from the date of invoice.

This limited warranty excludes any product defects or failures caused after shipment by:

- Improper installation, including , without limitation, misalignment
- Use in improper applications or conditions or in conjunction with improper materials, including, without limitation, improper lubricants, pastes, solvents or sealants
- Contact with aggressive chemical agents
- Freezing or overheating of liquids in the product, or unusual pressure surges or pulsation
- Vibration
- Temperature shocking
- U.V. degradation
- Failure to adhere to Plastic Man's instructions concerning the proper handling, installation, testing and use of the product
- Failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards, or
- Any other improper activities not listed above or damage caused by the fault or negligence of anyone other than Plastic Man.



For the avoidance of doubt, this warranty does not cover any product not manufactured by Plastic Man even if it is sold by Plastic Man.

The warranties in this limited warranty are the only warranties applicable to the products. There are no other warranties, representations or conditions of any kind, express or implied, statutory or otherwise, with respect to the products supplied hereunder including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such warranties are hereby specifically disclaimed and Plastic Man shall not be liable in this respect notwithstanding Plastic Man actual knowledge of the product's intended use or any advice or representations that may have been rendered by Plastic Man concerning manufacture, fabrication, sale, use, installation or provision of the products. No statement, conduct or description by Plastic Man or its representatives, in addition to or beyond this limited warranty, shall create a warranty.

2. LIMITATION OF LIABILITY:

The sole and exclusive preparation for opening of this limited warranty, and the sole and exclusive obligation of Plastic Man in respect of any claims for opening of this limited warranty, shall be, at Plastic Man's sole discretion, (a) The replacement of the same type, size and like quantity of non-defective product, at the original point of delivery, or (b) credits, offsets, or a combination thereof, for the wholesale purchase price of the defective product.

In no event shall Plastic Man be liable for consequential losses such as lost profits, loss of goodwill, loss of business opportunities, damage to reputation, unusual damages, indirect damages, delay damages, disciplinary damages, typical damages, vital damages or incidental damages, including without limitation any costs incurred in connection with the removal or re-installation of allegedly defective products.

3. CLAIMS:

Every claim under this warranty shall be cancelled unless it is made in writing and received by Plastic Man within ten (10) days of the date the defect was discovered

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and, in any event, within one (1) year of the date of invoice. Claims for product defects that affect the appearance of the product, such as U.V. degraded products, however, must be made within thirty (30) days of the date of the receipt of the product. No claim under this limited warranty will be valid unless (a) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail is presented, to the satisfaction of Plastic Man. (b) written permission and/or a Return Goods Authorization (RGA) is obtained from Plastic Man (c) Plastic Man is given an opportunity to inspect the allegedly defective product and (d) at Plastic Man's request, representative samples of the allegedly defective product are returned to Plastic Man in accordance with Plastic Man instructions.

4. GENERAL:

Note: All LDPE Non-SABS piping is designed to take "insert fittings" with suited clamps only.

This limited warranty may only be modified or altered in writing, signed by one of the members of Plastic Man. In the event that any provision of this limited warranty is held to be illegal or unenforceable by any court, the remaining provisions of this limited warranty shall remain in full force and effect.

Plastic Man reserves the right to revise this limited warranty and limitation of liability without notice at any time.

Member Name: C.F. Marais

Signature: _____

Date: _____