



LIMITED WARRANTY

PWPipe represents and warrants that all PVC pipe and fittings meet all applicable material specifications under which the pipe and fittings are manufactured and that the said pipe and fittings are free from all defects in materials and workmanship using the applicable specifications as a standard.

THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE MATERIAL SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

Liability Limitations. PWPipe shall not be liable for lost profits, goodwill or special indirect or consequential damages, delay damages, punitive damages, or exemplary damages of any nature whatsoever. The parties agree that PWPipe's sole and exclusive liability for any damages from any claims of any nature whatsoever is limited to the purchase price of the specific material sold and alleged to have caused the damage.

Claims. PWPipe's invoice weights, volumes, sizes and rates shall govern unless proved to the satisfaction of PWPipe to be erroneous. Customer shall inform PWPipe in writing of any shortage in material and of any material found to be defective within 15 days from the date of delivery and before any part of the material has been changed from its original condition (except for reasonable test and inspection quantities). Customer shall allow PWPipe sufficient time and an opportunity for PWPipe to inspect the material claimed to be defective. Customer shall provide to PWPipe all inspections and testing information and correspondence. Customer waives all privileges that may restrict any right of PWPipe to copies of such inspection and testing information and correspondence, including any claim such documents are protected by attorney/client privilege or work product privilege. Every warranty claim shall be deemed waived unless presented in writing and received by PWPipe within sixty (60) days of the date the defect was or should have been discovered or within two (2) years of the date of PWPipe's shipment of the product, whichever occurs sooner. If Customer fails to inform PWPipe of the claimed shortage or defect within the specified period, to make a timely claim or to share inspection and testing information, PWPipe shall be deemed to have satisfactorily performed all its obligations and any claims for shortages and defects shall be deemed waived.

A Special Note: In order to meet our customer's needs, PWPipe product specifications and warranties are continually updated. So if the printed date on this literature is more than twelve (12) months old, please contact PWPipe at PO Box 10049, Eugene, OR 97440 for any changes that may have occurred.

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