



BRUGG PIPESYSTEMS EXCLUSIVE WARRANTIES

The pipes and fittings manufactured by Brugg Pipesystems are warranted to be free from defects in materials and workmanship for a period of thirty (30) years for underground installations, a period of fifteen (15) years for above ground installations, a period of fifteen (15) years for static (no pipe movement) marina applications, and a period of five (5) years for dynamic (possible pipe movement) marina installations. The warranty periods set forth above shall commence on the date of shipment to buyer. BRUGG PIPESYSTEMS' SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES UNDER THESE EXCLUSIVE WARRANTIES ARE AND SHALL BE LIMITED TO ISSUANCE OF CREDIT FOR OR REPAIR OR REPLACEMENT OF ANY PIPES OR FITTINGS OR PARTS THEREOF WHICH ARE PROVED TO BE OTHER THAN AS WARRANTED, AND BRUGG PIPESYSTEMS SHALL HAVE SOLE DISCRETION AS TO WHICH OF THESE REMEDIES IT SHALL PROVIDE. BRUGG PIPESYSTEMS SHALL NOT REIMBURSE OR MAKE ANY ALLOWANCE TO A BUYER FOR ANY LABOR OR SHIPPING CHARGES INCURRED BY THAT BUYER FOR REPLACEMENT, ADJUSTMENT, OR REPAIR OF ANY GOODS OR PARTS THEREOF OR FOR ANY OTHER WORK UNLESS SUCH CHARGES ARE AUTHORIZED IN ADVANCE BY BRUGG PIPESYSTEMS. ANY PIPES OR FITTINGS WHICH BRUGG PIPESYSTEMS DECIDES TO REPAIR OR REPLACE ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE REMAINDER OF THE INITIAL WARRANTY PERIOD SET FORTH ABOVE.

(a) If any of the pipes and fittings ("goods") on which Brugg Pipesystems warranties have not expired are claimed to be defective in material or workmanship, Brugg Pipesystems shall either examine the goods where they are located or, in its sole discretion, issue shipping instruction for return of the goods or any defective parts thereof, if any goods or parts thereof are returned to Brugg Pipesystems, the Buyer shall prepay all transportation charges for such return.

(b) Any claim for breach of Brugg Pipesystems warranties shall conclusively be deemed to be waived unless written notice of such claim is given to Brugg Pipesystems within thirty (30) days after the date on which the claimed defect is discovered.

(c) Brugg Pipesystems' warranties shall be considered null and void if the original buyer for use transfers ownership of the warranted goods, unless Brugg Pipesystems is notified in writing of the transfer and of the name and address of the new owner within fifteen (15) days after the date on which the transfer is made.

(d) Brugg Pipesystems' warranties for all marina applications shall be considered null and void if a Quotation Processing form is not completed by the buyer and approved in writing by Brugg Pipesystems prior to installation of the goods.

(e) Brugg Pipesystems' warranties shall not apply to any goods or parts thereof which are obtained from manufacturers other than Brugg Pipesystems and resold by Brugg Pipesystems. Further, Brugg Pipesystems' warranties shall not apply to any goods or parts thereof which have been subjected to any misuses, neglect or accidental damage or which contain defects which are in any way attributable to improper installation or to alterations or repairs made or performed by any person or entity not under the control of Brugg Pipesystems and further conditioned upon the following:

- Prior to installation, the goods were properly stored and were not subject to abuse or shipping damages;

- The installation of the goods is performed in accordance with all applicable federal, state, local, and administrative rules and regulations;

- Brugg Pipesystems' timely receipt of a written claim under this warranty by Buyer as set forth above;

- Only fuels specified by UL971A, UL1369, or otherwise approved in writing by Brugg Pipesystems are used in the goods; and

-The goods are installed by Brugg certified installers in accordance with the valid installation instructions issued by Brugg Pipesystems which were in effect at the time the goods are installed, and the goods are operated, monitored, serviced, maintenance, and repaired in accordance with all applicable federal, state, local, and administrative rules and regulations.

(f) THE WARRANTIES SET FORTH HEREIN ARE BRUGG PIPESYSTEMS' SOLE AND EXCLUSIVE WARRANTIES FOR OR RELATING TO THE GOODS. BRUGG PIPESYSTEMS NEITHER MAKES NOR ASSUMES ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY THAT THE GOODS SHALL BE DELIVERED FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE, OR ANY OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. BRUGG PIPESYSTEMS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON OR ENTITY TO ASSUME FOR IT ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THE SALE OR USE OF THE GOODS, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTES COLLATERAL TO OR AFFECTING THE SALE OF THE GOODS.

(g) BRUGG PIPESYSTEMS' WARRANTIES, OBLIGATIONS AND LIABILITIES AND BUYER'S REMEDIES SET FORTH HEREIN ARE LIMITED TO THEIR PRECISE TERMS. BRUGG PIPESYSTEMS SHALL NOT BE LIABLE FOR

BRUGG

Pipes

ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, FOR, RESULTING FROM OR IN CONNECTION WITH ANY BREACH OF WARRANTY. THE OBLIGATIONS AND LIABILITIES OF SELLER AND THE REMEDIES OF BUYER SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR, RESULTING FROM OR IN CONNECTION WITH BRUGG PIPESYSTEMS' WARRANTIES OR ANY BREACH THEREOF.