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STANDARD PRODUCTS* LIMITED WARRANTY

This warranty only extends to the original Buyer of the products for a period of twelve (12) months from the original invoice date. Any claims must be submitted in writing within thirty (30) days of the date of the circumstances giving rise to the claim.

Warranty Coverage - These Company products are warranted against defective materials or workmanship under normal use and service. This warranty is void if: (1) the product has been damaged by accident or unreasonable use, neglect, alteration, faulty or negligent installation, abuse, misuse or other causes not arising out of defects in material workmanship; (2) Damage or defects due to handling by carrier or Buyer or incurred during shipment; or (3) the product labeling or Company's name has been altered or defaced.

Buyer's Sole Remedy – At the sole option of the Company, the exclusive remedy of Buyer shall be the replacement of the defective product and return by Buyer of defective product, the return of defective product and repayment of the purchase price, or the return by Buyer of the defective product and the issuance of a credit which can be applied towards the purchase of additional Company products.

WARRANTY DISCLAIMERS - THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ON THE PART OF COMPANY INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, AND COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON, FIRM OR CORPORATION TO ASSUME ANY LIABILITY OR OBLIGATION IN CONNECTION WITH THIS SALE ON ITS BEHALF AND PURCHASER ACKNOWLEDGES THAT NO REPRESENTATIONS EXCEPT THOSE MADE HEREIN HAVE BEEN MADE TO BUYER. COMPANY FURTHER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

Except in the case of Company's sole negligence or willful misconduct, Buyer agrees to indemnify, defend and hold harmless the Company, its affiliates, agents, employees and representatives from and against any liability, claim, demand, loss, damage, cost, expense, including attorney's fees and litigation costs, arising out of or in connection with the presence of Buyer's employees or agents on Company's premises or Company's employees or agents on Buyer's premises, the use of Company's services, or the purchase, use or resale of products supplied by Company.

*Standard Products excludes products utilizing the Certa-Lok® restrained joint system, as well as all products within North American Pipe's Agricultural Irrigation, Water Well, Mining, and Foundations Building Products market segment portfolios.