



Limited Lifetime Warranty

Oil Creek Plastics, Inc. warrants to professional installers that polyethylene pipe and tubing manufactured by Oil Creek Plastics, when properly installed and under normal conditions of use, will be free from failure caused by a manufacturing defect, which includes a materials defect, for the lifetime of the individual purchaser of the warranted product (or for sixty [60] years).

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 installed or existing system other than the pipe or tubing;
- (2) not designing, installing, inspecting, or testing the system in accordance with the recommendations of the 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).
- (6) 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 Oil Creek Plastics at the address below or call 800-537-3661, identifying your claim as a warranty claim, and prepared to explain the problem. Within a reasonable time after notification, Oil Creek Plastics will investigate the reasons for the failure, which includes the right to inspect the site of the claimed problem as well as samples of the alleged failed product.

In the event that it is determined the failure was covered by this warranty, Oil Creek Plastics' only obligation under this warranty and your exclusive remedy is as follows:

1. Oil Creek Plastics will provide, free of charge and freight prepaid, a quantity of Oil Creek Plastics manufactured pipe or tubing equivalent to that amount proven to be defective;
2. Oil Creek Plastics will provide a labor allowance of up to \$0.75 per linear foot of excavation incurred on the installation site in locating and removing the defective pipe or tubing and replacing it with new Oil Creek Plastics pipe or tubing.

OIL CREEK PLASTICS 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Other than this limited warranty, Oil Creek Plastics does not authorize any person or firm to create for it any other obligation or liability in connection with its products. Some states do not allow the exclusion or limitation of incidental or consequential damages or implied warranties in certain types of transactions, so the above exclusion or limitation may not apply to you. This limited warranty gives you specific legal rights, and you also may have other rights which vary from province to province.