

CB SUPPLIES LIMITED WARRANTY Geo-Products: Polyethylene Pipe and Tubing

CB SUPPLIES LTD. warrants to professional installers that polyethylene pipe and tubing manufactured by CB Supplies, when properly installed in closed-loop, geothermal heat pump systems and under normal conditions of use, will be free from failure caused by a manufacturing defect, which includes a materials defect, for a period of 50 years from date of manufacture.

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 closed-loop, geothermal heat pump system other than the pipe or tubing; (2) not designing, installing, inspecting, or testing the system in accordance with the recommendations of the International Ground Source Heat Pump Association (IGSHPA), 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). 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 CB Supplies at the address below or call 888.747.3739, identifying your claim as a warranty claim, and prepared to explain the problem. Within a reasonable time after notification, CB Supplies will investigate the reasons for the failure, which includes the right to inspect the site of the claimed problem.

In the event that it is determined the failure was covered by this warranty, CB Supplies only obligation under this warranty and your exclusive remedy is as follows: (1) CB Supplies will provide, free of charge and freight prepaid, a quantity of CB Supplies manufactured pipe or tubing equivalent to that amount proven to be defective; (2) CB Supplies will provide a labour allowance of up to \$1.00 per linear foot of excavation incurred on the installation site in locating and removing the defective pipe or tubing and replacing it with new CB Supplies pipe or tubing.

CB SUPPLIES 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.

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