



## **CB SUPPLIES LIMITED WARRANTY BRUISER™ Pipe and Tubing**

Subject to the conditions and limitations in this warranty, CB Supplies Ltd. warrants to professional installers that for a period of 25 years from date of initial installation in potable underground water distribution systems, its BRUISER pipe and tubing, under normal conditions of use, will be free from failure caused by manufacturing defect. In municipal water service applications (water main to meter), this warranty only applies if BRUISER 200 PSI CTS or IPS is used.

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 system other than the pipe or tubing; (2) not designing, installing, inspecting, or testing the system in accordance with good plumbing practices, applicable code requirements and nationally recognized installation standards (such as AWWA C-901 and ASTM D-2774) (3) improper storage (more than five years out doors in direct sunlight) or handling of the pipe or tubing; (4) acts of nature such as earth movement, fire, flood, or freeze; (5) use of the pipe or tubing in conditions beyond design specifications, such as improper operating temperature and/or pressure levels or inappropriate exposure to chemicals.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE Other than this limited warranty, CB Supplies does not authorize any person or firm to create for it any other obligation or liability in connection with its products.

In the event of a leak or other failure in the product covered by this warranty it is the responsibility of the property owner to contract and pay for any repairs. Only if the warranty applies will CB Supplies be responsible for the remedies available under this warranty. The pipe or tubing which you claim failed should be kept and CB Supplies contacted by writing the address below or telephoning 800.775.5039 within thirty days after the leak or failure and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect and document the date of installation. 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:

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;

CB Supplies will reimburse up to \$3.00 per linear foot for reasonable direct labor charges to remove and replace the defective pipe or tubing and replace 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.

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 may vary from state to state.