



CB SUPPLIES LTD. LIMITED WARRANTY DIAMONDBACK® - Flexible Gas Piping System

CB Supplies Ltd. ("CB Supplies") warrants to the original purchaser of its Diamondback® CSST Flexible Gas Piping System (hereinafter "Diamondback® System" or "System") that for two (2) years from the date of installation (the "Warranty Period") under normal use and service and when used only with natural gas or propane gas fuels, the Diamondback® System will be free from significant defects in materials and workmanship. For the purposes of this limited warranty the Diamondback® System consists only of the following component parts: piping, fittings, and accessories. Normal use and service of this System is dependent upon and requires installation: strictly in accordance with:

- a) CB Supplies' Diamondback® System installation instructions as prescribed by ANSI LC-1.
- b) Local plumbing and/or building codes and applicable law.
- c) CB Supplies' Design Guide and Installation Instruction Manual.

The above warranties do not apply unless the installation of the Diamondback® System was performed by an installer trained in an installation program recognized by CB Supplies and who has been issued a Certificate of Training from CB Supplies. Failure to strictly comply with these design and installation requirements will void this warranty in its entirety.

Further, the warranties set out above do not apply where the Diamondback® System has:

- a) Been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by CB Supplies.
- b) Been used with any third-party product, hardware or product that has not been previously approved in writing by CB Supplies.

If during the Warranty Period, it appears that this Diamondback® System contains a defect, which is covered by this limited warranty, immediately call CB Supplies or your local Diamondback® representative before dismantling the System. You will receive instructions on how to return the defective product.

Liability under this warranty shall be limited to the repair or replacement of the parts found to be defective during the Warrant Period and shall not include System removal and/or reinstallation costs or any other costs.

THE PURCHASER AGREES THAT THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST CB SUPPLIES SHALL BE FOR REPAIR OR REPLACEMENT OF DEFECTIVE SYSTEM PARTS AS PROVIDED HEREINABOVE. UNDER NO CIRCUMSTANCES SHALL CB SUPPLIES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER LOSS IN CONNECTION WITH THE USE OR INABILITY TO USE THE SYSTEM. IN NO EVENT SHALL CB SUPPLIES'S LIABILITY FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY EXCEED THE COST OF THE SYSTEM COVERED HEREBY.

No person (defined in its broadest sense to include but not limited to an individual, firm, partnership, limited liability company, corporation or otherwise) is authorized to assume CB Supplies any other liability in connection with the sale of this System. The purchaser specifically agrees that no other remedy shall be available to purchaser and that the exclusive remedy as provided herein shall not be deemed to have failed its essential purpose as long as CB Supplies is willing and able to repair or replace the defective part in the prescribed manner.

For US Customers: Some states do not allow the exclusion or limitation of consequential, incidental, or special damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.

The purchaser acknowledges that no oral statements purporting to be warranties, representations or guarantees of any kind about any product of CB Supplies have been made to purchaser by CB Supplies or its Diamondback® representative, which in any way expands, alters or modifies the terms of this limited warranty. No such statements do not constitute warranties, shall not be relied upon by purchaser and are not part of the contract of sale. This Two-Year Limited Warranty constitutes a complete and exclusive statement of the terms of any warranty, express or implied by CB Supplies Ltd.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON CB SUPPLIES'S PART IN THE EVENT SUCH DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS PROHIBITED BY APPLICABLE LAW THEN SUCH IMPLIED WARRANTIES ARE LIMITED TO A TERM OF ONE (1) YEAR.

For US Customers: Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

THIS LIMITED WARRANTY DOES NOT COVER NON-DEFECT DAMAGE (INCLUDING, BUT NOT LIMITED TO FIRE, FLOOD, LIGHTNING, OR CORROSIVE ATMOSPHERE), DAMAGE CAUSED BY IMPROPER INSTALLATION, OPERATION OR CARE (INCLUDING, BUT NOT LIMITED TO ABUSE, MISUSE, FAILURE TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE, MISHANDLING, IMPROPER FUEL SUPPLY TO THE SYSTEM, OR ALTERATIONS OR MODIFICATIONS TO THIS SYSTEM, DAMAGE CAUSED BY ACCIDENT, SYSTEM REMOVED FROM ITS ORIGINAL INSTALLATION SITE, OR LABOR CHARGES FOR DISMANTLING OR REINSTALLING REPAIRED OR REPLACED PARTS.

CB Supplies makes no warranty whatsoever with respect to a Diamondback® System not supplied by it.

The term original purchaser as used in this limited warranty shall be deemed to mean that person for whom the Diamondback® System is originally installed.

This limited warranty shall apply only to sales and installation within the North American Continent.
