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## **DRISCOPEX<sup>®</sup> 5300 Series Climate Guard<sup>®</sup> Polyethylene Pipe and Fusion Fittings Limited Warranty**

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### **5300 Series Products:**

Performance Pipe warrants DriscoPlex<sup>®</sup> 5300 Series Climate Guard<sup>®</sup> pipe and fusion fittings for a period of 50 years against defects in workmanship and materials. This warranty is valid when pipe and/or fittings are utilized and installed in a closed loop geothermal heat pump system in accordance with accepted and approved industry guidelines and practices. This warranty applies only to Performance Pipe DriscoPlex<sup>®</sup> 5300 Series Climate Guard<sup>®</sup> pipe and fusion fittings. It does not apply to any fusion joining process or any other method or device used to join the pipe or fusion fitting performed by any other party. It does not apply to the design or installation of the system or any other component of the system.

Subject to the price adjustments described below, Performance Pipe will replace, with a like quantity of new products, any DriscoPlex<sup>®</sup> 5300 Series Climate Guard<sup>®</sup> pipe or fusion fittings that were installed and utilized as described above and that subsequently fail within fifty (50) years from the date of purchase due to a defect in workmanship or materials. For warranty claims occurring within one year after the date of purchase, the defective product(s) shall be replaced free of product and freight charges. For warranty claims occurring during the second (2<sup>nd</sup>) through eleventh (11<sup>th</sup>) years after the date of purchase, the replacement product cost and freight expense borne by Performance Pipe shall be calculated by reducing the then current price by eight percent (8%) per year. For warranty claims occurring during the twelfth (12<sup>th</sup>) through the fiftieth (50<sup>th</sup>) years after the date of purchase, the replacement product cost and freight expense borne by Performance Pipe shall be calculated by reducing the then current price by eighty percent (80%) plus one half percent (0.5%) per year for each year after the 11<sup>th</sup> year.

**SUBJECT TO ANY EXPRESS WARRANTIES CONTAINED IN PERFORMANCE PIPE'S SALES ORDER APPLICABLE TO THE PRODUCT(S) IN QUESTION, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AND PERFORMANCE PIPE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PERFORMANCE PIPE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO DEFECTS OF PERFORMANCE PIPE DRISCOPEX<sup>®</sup> 5300 SERIES CLIMATE GUARD<sup>®</sup> PIPE AND FUSION FITTINGS, WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS.** Some states do not allow this exclusion, so it may not apply to you. This limited warranty gives the purchaser specific legal rights and there may be other rights, which vary from state to state.