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for a better tomorrow™*

## LIMITED WARRANTY AND LIMITATION OF LIABILITY FOR JM EAGLE™ PRODUCTS

### 1. LIMITED WARRANTY:

JM Eagle™ warrants that the standard polyvinyl chloride (PVC), polyethylene (PE), conduit/plumbing/solvent weld and Acrylonitrile-Butadiene-Styrene (ABS) pipe, and related products manufactured by JM Eagle™ (each a “Product” and collectively, the “Products”) are manufactured in accordance with applicable industry specifications referenced on the Products and are free from defects in workmanship and materials for a period of one (1) year from the date of invoice.

This limited warranty excludes any Product defects or failures caused after shipment by:

- improper installation (including, without limitation, misalignment),
- use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants),
- contact with aggressive chemical agents,
- freezing or overheating of liquids in the Product, or unusual pressure surges or pulsation,
- vibration,
- temperature shocking,
- U.V. degradation,
- failure to adhere to JM Eagle’s instructions concerning the proper handling, installation, testing and use of the Product,
- failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards, or
- any other improper activities not listed above or damage caused by the fault or negligence of anyone other than JM Eagle™.

For the avoidance of doubt, this limited warranty does not cover any product not manufactured by JM Eagle™ even if it is sold by JM Eagle™.

THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND JM EAGLE™ SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING JM EAGLE’S ACTUAL KNOWLEDGE OF THE PRODUCT’S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY JM EAGLE™ CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION OR PROVISION OF THE PRODUCTS. NO STATEMENT, CONDUCT OR DESCRIPTION BY JM EAGLE™ OR ITS



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REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

### **2. LIMITATION OF LIABILITY:**

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF JM EAGLE™ IN RESPECT OF ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE, AT JM EAGLE'S SOLE DISCRETION, (1) THE REPLACEMENT OF THE SAME TYPE, SIZE AND LIKE QUANTITY OF NON-DEFECTIVE PRODUCT, AT THE ORIGINAL POINT OF DELIVERY, OR (2) CREDITS, OFFSETS, OR A COMBINATION THEREOF, FOR THE WHOLESALE PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

IN NO EVENT SHALL JM EAGLE™ BE LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY COSTS INCURRED IN CONNECTION WITH THE REMOVAL OR REINSTALLATION OF ALLEGEDLY DEFECTIVE PRODUCTS.

### **3. CLAIMS:**

Every claim under this warranty shall be void unless it is made in writing and received by JM Eagle™ within ten (10) days of the date the defect was discovered and, in any event, within one (1) year of the date of invoice. Claims for Product defects that affect the appearance of the Product, such as U.V. degraded Products, however, must be made within thirty (30) days of the date of the receipt of the Product. No claim under this limited warranty will be valid unless (1) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail is presented to the satisfaction of JM Eagle™, (2) written permission and/or a Return Goods Authorization (RGA) is obtained from JM Eagle™, (3) JM Eagle™ is given an opportunity to inspect the allegedly defective Product and (4) at JM Eagle's request, representative samples of the allegedly defective Product are returned to JM Eagle™ in accordance with JM Eagle's instructions.

### **4. GENERAL:**

This limited warranty may only be modified or altered in a writing signed by the President of JM Eagle™.



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In the event that any provision of this limited warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions of this limited warranty shall remain in full force and effect.

This limited warranty shall be governed by the laws of the state in which JM Eagle's headquarters are located at the time of the delivery of the applicable Product, without regard to such state's conflicts of law principles that would require the application of the law of any other jurisdiction. Any and all disputes arising out of or relating to this limited warranty shall be subject to the exclusive jurisdiction of the state or federal courts located in the state and county in which JM Eagle's headquarters are located at the time the proceeding is initiated or, at JM Eagle's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in the state and county in which JM Eagle's headquarters are located at the time the proceeding is initiated.

JM Eagle™ reserves the right to revise this Limited Warranty and Limitation of Liability without notice at any time.