

## Warranty Statement

### LIMITED WARRANTY

Improved Piping Products, Inc. ("IPP") warrants its products to be free from defects in material and workmanship under normal use for a period of one year from date of purchase by the initial owner.

THIS WARRANTY IS EXCLUSIVE, AND IPP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE – WHICH ARE HEREBY DISCLAIMED.

IPP's warranty shall not be effective and shall be void if IPP determines, in its sole discretion, that the Customer or Customer's personnel have altered, repaired, or misused the products in any manner, have failed to use the products in accordance with industry standards and practices, or have failed to use the products in accordance with instructions, if any, furnished by IPP. IPP's warranty shall not cover defects caused by abuse or electrical damage, products damaged during shipment to the factory or products improperly packed, repaired or modified by anyone other than authorized IPP service personnel. IPP does not warrant any of its products obtained through an unauthorized Distributor, Dealer, or Agent.

### LIMITATIONS OF REMEDIES

IPP's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to IPP's satisfaction to be defective or nonconforming shall be limited to: (1) repair of the products; (2) replacement of the products; (3) the resupply of substantially equivalent products without charge; or (4) refund of the purchase price, in IPP's sole discretion, upon the return of such products in accordance with IPP's instructions.

IPP SHALL IN NO EVENT BE LIABLE FOR SPECIAL, EXEMPLARY, INDIRECT, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OR SUBSTITUTION OF GOODS, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE WHETHER IN AN ACTION IN CONTRACT, BREACH OF CONTRACT (INCLUDING WARRANTY) OR TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY) OR OTHERWISE. CUSTOMER HEREBY RELEASES IPP FROM ANY AND ALL SUCH LIABILITY BASED ON ANY CLAIMS THAT ARE BASED ON, RELATE TO,

OR ARE IN ANY WAY CONNECTED WITH PURCHASE OR USE OF IPP'S PRODUCTS OR ANY OF IPP'S DUTIES OR OBLIGATIONS ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY.

### **SUBMITTING A WARRANTY CLAIM**

Warranty claims are processed on the condition that prompt and detailed notification of a defect is given to IPP within the one-year warranty period.

To make a warranty claim, Customer must contact IPP for a Return Material Authorization (RMA) form prior to sending products back. Contact IPP at by mail or e-mail as follows:

#### **Improved Piping Products**

**Attn: Returns**

**5010 Space Center dr.**

**San Antonio, TX 78218**

**Sales@ipp-inc.com**

All warranty products returned to the factory must include a fully completed RMA form. Products returned without a completed RMA form may not qualify for replacement, repair, or credit under the Limited Warranty.

In addition to the completed RMA form, when returning products, please include (i) written proof of purchase, which includes the date, amount, and place of purchase; (ii) a written description of the claimed defect(s); and (iii) photos substantiating the claim.

Products returned must be shipped prepaid and insured.

Each of the above-mentioned terms must be met in order to qualify for Limited Warranty coverage.

In addition, Customer has seventy-two (72) hours following receipt of products to notify IPP of any issues involving products that were shipped and or received in error, out-of-specification, non-conforming or damaged.