



THE PIPE LINE DEVELOPMENT COMPANY

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**THE PIPE LINE DEVELOPMENT COMPANY (PLIDCO®)
PRODUCT WARRANTY AND LIMITATION OF LIABILITY**

For a period of five (5) years from the date of shipment from its facility, PLIDCO® (the “Company”) warrants its Products to be in conformity with all written specifications provided to the Company by the customer, authorized buyer, agent, or distributor, that the Products are free from defects in design, material, and manufacture, and the Products are suitable for the purposes for which they are manufactured and sold. This warranty does not extend to any attachments, parts, or components (including elastomer seals) or any modifications to the Products of which the Company has not received written notice prior to its acceptance of an order or entering into an agreement for the sale of the Products, that are added, removed, replaced, or otherwise altered or modified, in any way, after the Products are shipped from the Company’s facility. Notwithstanding the above, this warranty extends to elastomer seals that are installed (repacked) by an authorized employee, agent, or other representative who has satisfactorily completed PLIDCO®’s required training and is “Factory Certified” to perform such installation (repacking) services. This warranty does not extend to (i) any elastomer seals that exceed their expiry date or (ii) any elastomer seals that are repacked, replaced, or otherwise modified after the Products are shipped from the Company’s facility, if performed by any individual that is not “Factory Certified” by the Company,

The Products should be inspected on delivery and prior to installation. The Products must be handled in compliance with any Product specifications and storage instructions provided by the Company. Failure to comply with such specifications or instructions will void this warranty and releases the Company from any liability regarding claims of damaged or defective Products. Claims for breach of warranty must be provided as soon as practicable upon the discovery of any claimed defective Products. All claims for breach of warranty must be sent, in writing (including electronic mail or facsimile), to the Company’s representative, Mrs. Kim Smith (pipeline@plidco.com), with a copy sent by courier service to the Company, 11792 Alameda Drive, Strongsville, Ohio 44149, USA, Attn: Mrs. Kim Smith. Failure to notify the Company of any claimed defect within thirty (30) days of discovery of the claimed defect voids this warranty and releases the Company from all claims of damaged or defective Products and from all liabilities and damages of any kind, including accepting any return or rejection of the Products. All claimed defective Products, parts, and components (including elastomer seals) must be retained for inspection by the Company.

If any defect under this warranty is found to exist, the Company, at its option, will refund or replace the defective Products, parts, or components, or refund the purchase price of the defective items. This warranty does not apply to any defects in Products, parts, or components resulting from the negligence, misuse, rough handling, mechanical damage, other casualty, uses, operations, or maintenance not according to the Company’s specifications or instructions, whether written or oral, or from the alteration or repair of the items by any party other than the Company.

To the fullest extent permitted by the applicable law, in lieu of all other warranties, express or implied, this warranty sets out the full extent of the Company’s obligations with respect to claimed defective Products, parts, or components. All remedies available under this warranty are expressly limited to recovering the value of the repairs or replacements due under this warranty. The Company neither assumes nor authorizes any party to assume for it, any other obligation or liability in connection with the sale of the Products.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY AND THERE WILL BE NO OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, OR UNDER THE LAW INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO DESCRIPTION BY THE COMPANY OF THE PRODUCTS BEING SOLD HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS THAT EXTEND BEYOND THIS EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, OR STATUTORY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR CLIENTS, LOSS OF PRODUCTION, COSTS OF SUBSTITUTE EQUIPMENT, DELAYS, BUSINESS INTERRUPTIONS, CLAIMS BROUGHT AGAINST THE CUSTOMER, AUTHORIZED BUYER, AGENT, OR DISTRIBUTOR BY THIRD-PARTIES, OR LOSS OF OR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE DELIVERED PRODUCTS, PARTS, OR COMPONENTS. THE EXCLUSIVE REMEDIES OF ANY PARTY UNDER THIS WARRANTY IS LIMITED TO RECOVERING THE VALUE OF THE PURCHASE PRICE OF THE PRODUCTS SOLD BY THE COMPANY.