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## **TIGRE-ADS USA INC. LIMITED WARRANTY**

Tigre-ADS USA Inc. ("TIGRE-ADS") warrants only to Buyer that Products which have been directly manufactured by TIGRE-ADS shall be manufactured in accordance with any agreed upon specifications, and free from defects in material and workmanship under normal usage for a period of five (5) years from the date of delivery (the "Warranty Period"). This limited warranty shall not apply to Products purchased by TIGRE-ADS in part or in whole from a third party, including another supplier, which are subsequently sold by TIGRE-ADS to Buyer ("Third Party Products"). Third Party Products shall be sold to Buyer "AS IS" with no further warranties or representation of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of dealing or usage of trade.

This limited warranty is void if: (a) the Product is not installed in good workmanlike manner consistent with normal industry standards or not installed in compliance with recommended practices, supplied instructions, applicable ASTM standards and in conformance with all applicable plumbing, fire and building code requirements; (b) the Product is not installed by a licensed contractor qualified to install the Product; (c) the Product is not installed or used in accordance with instructions published by TIGRE-ADS; (d) the Product is used in conditions other than those for which the Product was designed; (e) the Product is used with the products of other manufacturers that do not meet ASTM or other applicable standards; (f) the Product fails due to defects or deficiencies in the design, engineering or install of the piping system of which the Product is a part; (g) the Product was not properly subjected to, and did not pass, common testing methods (including pressure testing for potable water and drainage systems) immediately after the Product's installation and before the Product is put into service; (h) the Product has been the subject of modification, misuse, improper installation, improper maintenance or repairs, damage caused by the negligence of parties other than TIGRE-ADS; or (i) the Product was damaged by freezing, corrosion, degradation or other adverse water, atmospheric or other natural conditions or any other event beyond the control of TIGRE-ADS. TIGRE-ADS does not warrant any aspect of Product representation, installation, modifications or manufacturing carried out by parties other than TIGRE-ADS and Buyer hereby indemnifies TIGRE-ADS for any loss, cost of expense to which TIGRE-ADS may be exposed as a result of any such activities by Buyer or Buyer's customers. No statement, conduct or description by TIGRE-ADS or its representative, in addition to or beyond this limited warranty, shall constitute a warranty.

In the event any defect occurs which the Buyer believes is covered by this limited warranty, the Buyer shall notify TIGRE-ADS of any alleged defects within 48 hours of discovery of any alleged defect in writing as set forth in the Terms and Conditions available at TIGRE-ADS's website, [www.tigre-adsusa.com](http://www.tigre-adsusa.com). TIGRE-ADS will instruct Buyer to return the Product(s) pursuant to said Terms and Conditions.

In the event that TIGRE-ADS determines at its sole discretion that said Product is defective in manufacture, TIGRE-ADS shall, at its sole discretion, issue a credit or ship a replacement free of charge. Buyer's remedy for breach of this warranty is limited to replacement of or credit for the defective Product. This limited warranty excludes any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, chemical or any other circumstances over which TIGRE-ADS has no control. This warranty excludes all costs arising out of or related to routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear. TIGRE-ADS reserves the right to modify, alter or improve its Product, or parts thereof, at any time without incurring an obligation to notify Buyer or modify, alter, improve or replace any Product, or parts thereof, previously sold. If, on any occasion, TIGRE-ADS waives any term or condition of this Limited Product Warranty, this waiver is not to be construed as a continuing waiver.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER STATUTORY, EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

