



## Product Warranty

### AquaFuse and CorrDrain 25-Year Limited Warranty for Water Transmission/Distribution and Storm Water Drainage Applications

**LIMITED WARRANTY:** Seller warrants that, for a period of twenty five years from the date of shipment for a Water Transmission/Distribution or Storm Water Drainage Application, it will replace any section of CMF Global AquaFuse or CorrDrain HDPE pipe/fittings/valves product that is defective in materials or workmanship, provided that Buyer, upon discovery of a defect, promptly notifies Seller of the defect and, as instructed by Seller at such time, either returns the product to Seller for inspection or allows Seller to inspect at the place of installation. If Seller determines the product to be defective, Seller will provide new product of the same specification and same quantity as the defective product and Seller will bear the expense of freight to deliver the replacement product to the jobsite for domestic projects, and to the closest USA port for foreign projects. Seller does not warrant the installation of product. Any defects introduced after the shipment of product by Seller, whether due to handling, installation or other cause, are not covered by this warranty. This warranty does not cover labor or other costs of installing products. Buyer's sole remedy for defective product shall be to receive replacement product as provided in this Limited Warranty.

**OTHER THAN THE ABOVE LIMITED WARRANTY, SELLER MAKES NO WARRANTY AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT OR ANY PRODUCT OR SERVICE SUPPLIED BY SELLER (WHETHER SUCH LIABILITY IS ALLEGED AS A BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, NEGLIGENCE, INDEMNIFICATION, PRODUCT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT PLUS APPLICABLE FREIGHT COSTS ACTUALLY PAID BY BUYER. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER LOSS EVEN IF SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**



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