



## TPC WARRANTY

Trenchless Pipe Company Inc. warrants that Non Pressure Pipe Products for Telecom, Cable T.V. and Power distribution meet the following ASTM standards, (ASTM D 3035, D 2447, D 2239 (SIDR & Water), D 2737 (Water) F 2160, F 714, F810). Trenchless Pipe Company Inc. warrants that Products manufactured by Trenchless Pipe Company Inc. leaves our plant free from defects in workmanship and materials. These Products are backed by our Limited Warranty. This Limited Warranty provides that Products manufactured by Trenchless Pipe Company Inc. meet the above stated quality standard published by, American National Standards Institute (ASTM).

If any Product is determined to be defective because it failed to meet the above stated standards, Trenchless Pipe Company Inc. will then provide replacement Product of the same type, size and quantity of the Product, or issue credit, offsets or a combination thereof for the wholesale purchase price of the defective Product.

Products manufactured by Trenchless Pipe Company Inc. are identified as such in the print line. This limited warranty excludes any Product not manufactured by Trenchless Pipe Company Inc., even if sold by Trenchless Pipe Company Inc., and also excludes defects or failures caused after shipment by:

Improper installation  
U.V. Degradation  
Temperature Shocking

Any other improper activities not listed above or damage caused by the fault or negligence of anyone other than Trenchless Pipe Company Inc. 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 Trenchless Pipe Company Inc. shall not be liable in this respect notwithstanding Trenchless Pipe Company Inc.'s actual knowledge of the Product's intended use or any advice or representations that may have been rendered by Trenchless Pipe Company Inc. concerning the design, manufacture, fabrication, sale, use, installation or provision of the Products. No statement, conduct or description by Trenchless Pipe Company Inc. or its representatives, in addition to or beyond this limited warranty, shall constitute a warranty. Buyer agrees that its sole and exclusive remedy for breach of this limited warranty, and the sole and

exclusive obligation of Trenchless Pipe Company Inc. in respect of any claims for breach of this limited warranty, shall be:

(1) The replacement of the same type, size and like quantity of non-defective Product, at the original point of delivery and shipping costs related to its replacement, or

(2) Credits, offsets, or a combination thereof, for the wholesale purchase price of the defective Product. In no event shall Trenchless Pipe Company Inc. 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.

(3) Requirements for making claims:

Every claim for breach under this warranty shall be void unless it is made in writing to Trenchless Pipe Company Inc. and postmarked within five business (5) days of the date the defect was discovered or in the exercise of ordinary care should have been discovered and, in any event, the claim must also be made within fifty (1) year of the date of the Trenchless Pipe Company Inc. invoice. As noted above, Products manufactured by Trenchless Pipe Company Inc. are marked as such in the print line. This limited warranty excludes any Product not manufactured by Trenchless Pipe Company Inc., even if it is sold by Trenchless Pipe Company Inc.

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 Trenchless Pipe Company Inc.

(2) Written permission and/or a return goods authorization (RGA) is obtained from Trenchless Pipe Company Inc.

(3) Trenchless Pipe Company Inc. is given a meaningful and reasonable opportunity to inspect the allegedly defective Product and its installation at the site and

(4) At Trenchless Pipe Company Inc.'s request, representative samples of the allegedly defective Product are returned to Trenchless Pipe Company Inc. in accordance with Trenchless Pipe Company Inc.'s instructions.

Any claim for breach of warranty must be sent to:

Trenchless Pipe Company Inc.  
3410 BRONZE COURT  
SHASTA LAKE, CA 96019

For questions regarding claims contact us at:

1-800-281-6220

3410 Bronze Court, Shasta Lake, CA 96019 (Toll Free) 800-281-6220 (Work) 530-275-9400  
(Fax) 530-275-9700 Website: [www.trenchlesspipecompany.com](http://www.trenchlesspipecompany.com)