

NASH FAB

 A DIVISION OF CONSOLIDATED PIPE AND SUPPLY

Product Warranty

This Product Warranty (“Warranty”) applies to your purchase of the Consolidated Pipe and Supply Co., Inc. (“CPS”) products with which this Warranty was provided (the “Products”) and forms part of the purchase and sale agreement for the Products between you and CPS.

CPS warrants that the Products will: (a) for a period of sixty (60) days from the date of delivery of the Products, conform to the specifications agreed to in writing by CPS when your order was placed or as amended by mutual written agreement thereafter; and (b) for a period of one (1) year from the invoice issue date, be free from defects in material or workmanship (each of the periods set forth in subsections (a) and (b), the “Warranty Period”). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE.**

This Warranty does not extend to conditions, malfunctions, or damage arising from improper installation, normal wear and tear, improper maintenance, improper handling, repair, modification, or alteration of the Products by any party other than CPS, misuse, abuse, negligence, or accident. Furthermore, this Warranty does not apply to any Products or portion thereof that were manufactured by a third party (“Third Party Products”). CPS shall, upon your request and to the extent permitted by their terms, assign any warranties provided by the manufacturers of such Third-Party Products to you. If any such warranties are not assignable, CPS shall use commercially reasonable efforts to ensure that you receive the benefit of such warranties.

If, prior to the expiration of the applicable Warranty Period, you notify CPS in writing of any Products that fail to conform to this Warranty, CPS will promptly investigate your claim. If CPS determines that any Products materially fail to conform to this Warranty, CPS will, at CPS’s option and as your sole remedy and CPS’s exclusive liability for any breach of this Warranty: (i) repair or replace the non-conforming Products; or (ii) provide a refund of the purchase price of the non-conforming Products. CPS will arrange for transportation of non-conforming Products to CPS’s facility and shall return repaired or replaced Products to you F.O.B. origin, freight prepaid; provided, however, that that you must reimburse CPS for all transportation costs if CPS determines that your claim is not covered under this Warranty. Any replacement Product shall be warranted under this Warranty for the longer of remaining Warranty Period or thirty (30) days. CPS shall have no liability for processing costs by you or any third party.

You are obligated to conduct reasonable inspection and maintenance for all Products and to notify CPS of any potential or impending warranty claims prior the expiration of the applicable Warranty Period. If you will be making or have made a warranty claim with respect to any Product, you should stop using that Product immediately. Do not attempt to repair or modify any Product without the prior express written consent of CPS Fabrication. CPS Fabrication will in no way be liable for any loss of or damage of any kind, including without limitation loss or damage to persons, property, or Products, resulting from your continued use or unauthorized repair or modification of any Products that are the subject of a warranty claim hereunder.

This Warranty extends to the original purchaser only and is not transferrable. Your failure to comply with the procedures and conditions herein contained, including without limitation the requirement to give notice of any warranty claim prior to the expiration of the applicable Warranty Period, will relieve CPS of its obligations hereunder.

NOTWITHSTANDING ANYTHING TO THE CONTRARY: (x) CPS WILL NOT BE LIABLE FOR ANY LOST PROFITS, REVENUE, LOSS OF USE OR LOSSES DUE TO BUSINESS INTERRUPTIONS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES, HOWEVER THE SAME MAY BE CAUSED, REGARDLESS OF THE FAULT, NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE OR OTHERWISE), PRE-EXISTING DEFECT OR STRICT LIABILITY OF CPS, DIRECTLY OR INDIRECTLY ARISING OUT OF THE PRODUCTS; AND (y) YOU AGREE THAT CPS’S ENTIRE LIABILITY, AND YOUR SOLE REMEDY, IN LAW AND EQUITY OR OTHERWISE, IN CONNECTION WITH THIS WARRANTY OR THE PRODUCTS IS SOLELY LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS TO WHICH THE APPLICABLE CLAIM RELATES.