

# **55 YEAR LIMITED WARRANTY CHARTER PLASTICS PE 3408, PE 3608 and PE 4710 GEOTHERMAL PIPE**

All **CHARTER PLASTICS PE 3408, PE 3608 and PE 4710 GEOTHERMAL PIPE** is covered by this 55 Year Limited Warranty, against defects in materials and workmanship that result in failures in service. This warranty is valid when Charter Plastics PE 3408, PE 3608 and PE 4710 Geothermal Pipe is installed in a geothermal heat pump system in accordance with accepted and approved industry guidelines and practices. This warranty applies only to Charter Plastics PE 3408, PE 3608 and PE 4710 Geothermal Pipe (“Geothermal Pipe”)

Failures resulting from misuse, improper installation, improper disinfections, mechanical damage or chemically induced degradation or consumption of the pipe’s anti-oxidants are not covered by this warranty, nor are failures resulting from fitting failures or improper fusions. This warranty does not apply to the design or installation of the geothermal system or any other components of the geothermal system.

Subject to the price adjustments described below, when a failure occurs in any Geothermal Pipe that was installed and utilized as described above within fifty-five (55) years from the date of purchase due to a defect in workmanship or materials, Charter Plastics will replace the defective product with a like quantity of new product according to the following schedule:

For warranty claims within the first five (5) years after the date of purchase: Charter Plastics will replace with a like quantity of new product at no charge.

For warranty claims within the sixth (6<sup>th</sup>), through eleventh (11<sup>th</sup>) years after the date of purchase: The portion of the product replacement cost borne by Charter Plastics will be equal to the then-current price reduced by eight (8%) thereof per year or portion of a year of such sixth (6<sup>th</sup>) through eleventh (11<sup>th</sup>) years.

For warranty claims within the twelfth (12<sup>th</sup>) through fifty-fifth (55<sup>th</sup>) years after the date of purchase: The portion of the product replacement cost borne by Charter Plastics will be equal to the then-current price reduced by forth-eight (48%) percent plus one and eighteen one hundredths (1.18%)percent thereof for each year or a portion of a year after the eleventh (11<sup>th</sup>) year after the date of purchase.

**SUBJECT TO ANY EXPRESS WARRANTIES CONTAINED IN CHARTER PLASTICS’S SALES ORDER APPLICABLE TO THE PRODUCT(S) IN QUESTION, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, AND CHARTER PLASTICS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARTER PLASTICS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO DEFECTS OF GEOTHERMAL PIPE, WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS.**

Some states do not allow this exclusion, so it may not apply to you. This limited warranty gives, the purchaser specific legal rights and there may be other rights, which vary from state to state.

In case of failure of Geothermal Pipe, please notify your supplier and Charter Plastics immediately,

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