



THE PIPE LINE DEVELOPMENT COMPANY

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**THE PIPE LINE DEVELOPMENT COMPANY (PLIDCO®)
PRODUCT WARRANTY AND LIMITATION OF LIABILITY**

For a period of five (5) years from the date of shipment from the Company's factory, the Company warrants its Products to be in conformity with all written specifications provided by its Distributor; that the Products are free from defects in design, material and manufacture, and the Products are suitable for the purposes for which they are manufactured and sold. The warranty on any parts or components not manufactured by the Company shall not exceed the warranty of the parts and components manufacturer.

The Products should be inspected on delivery. The Products must be handled in compliance with any product specifications and storage instructions provided by the Company. Failure to comply with such specifications or instructions shall void the Company's warranty and release the Company from any liability regarding claims of defective or damaged Products.

Claims for breach of warranty must be provided as soon as practicable upon the discovery of any claimed defect. All claims for breach of warranty must be sent, in writing (including electronic mail or facsimile), to the Company's representative, Mrs. Kim Smith (pipeline@plidco.com), with a copy sent by courier service to the Company, 870 Canterbury Road, Westlake, Ohio 44145, USA, Attn: Mrs. Kim Smith. Failure to notify the Company of any claimed defect within five (5) business days of discovery of the claimed defect shall void the Company's warranty and release the Company from any liability regarding claims of defective or damaged Products and release the Company from all liabilities and damages, including accepting any return or rejection of the Products. Unless otherwise instructed by the Company, all claimed defective Products, parts, and components must be retained for inspection by the Company.

If any defect under this warranty is found to exist, the Company, at its option, will refund or replace the defective Products, parts or components, or refund the purchase price of the defective items, less an allowance for performance of the Products, parts, or components prior to the Company receiving notice of the breach of warranty claim. This warranty does not apply to any defects in Products, parts, or components resulting from the negligence, misuse, rough handling, mechanical damage, other casualty, uses, operations, or maintenance not according to the Company's specifications or instructions, whether written or oral, or from the alteration or repair of the items by any party other than the Company or its authorized representatives.

To the fullest extent permitted by the applicable law, in lieu of all other warranties, express or implied, this warranty sets out the full extent of the Company's obligations with respect to claimed defective Products, parts or components. All remedies available under this warranty are expressly limited to recovering the value of the repairs or replacements due under this warranty. The Company neither assumes nor authorizes any party to assume for it, any other obligation or liability in connection with the sales transactions under this Agreement.

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UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY NATURE, WHETHER BASED ON CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE OR CLIENTS, LOSS OF PRODUCTION, COSTS OF SUBSTITUTE EQUIPMENT, DELAYS, BUSINESS INTERRUPTIONS, CLAIMS BROUGHT AGAINST THE DISTRIBUTOR OR CUSTOMERS BY THIRD PARTIES, OR LOSS OF OR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE DELIVERED PRODUCTS, PARTS, OR COMPONENTS.