



ENDOT INDUSTRIES, INC.

Duct & Innerduct Warranty

Endot Industries, Inc. duct & innerduct is guaranteed against rot, rust, and electrolytic corrosion and to be free from defects in materials and workmanship for a period of one year from the date of purchase. The sole remedy available against Endot Industries, Inc. under this warranty is for the replacement of any material acknowledged by Endot Industries, Inc. to be defective. Endot Industries, Inc. shall not be responsible or liable for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by government regulation, civil or military authorities, acts of god, the public enemy or other similar causes beyond Endot Industries Inc.'s control. If such an event occurs the buyer may elect to;

- (a) Terminate their purchase order or agreement for materials not yet received;
- (b) Suspend the purchase order or agreement for the duration of the delaying cause and buy elsewhere; or
- (c) Resume performance once the delaying cause ceases.

Unless otherwise notified in writing Endot will assume that option (c) has been selected.

Endot Industries, Inc. shall not be liable for special or consequential damages to any party as a result of having sold Endot Industries, Inc. duct & innerduct.

This guarantee does not cover breakage due to incorrect installation such as but not limited to excessive pulling tensions, burn through of pull lines and ropes, deterioration due to exposure to chemicals detrimental to polyethylene, unworkmanlike or incorrect installation practices. Damage caused by ultraviolet exposure is not covered unless the specific product sold is rated for ultraviolet exposure. The use of compounds or lubricants containing detergents, surfactants, soap products or pipe dope compounds voids this guarantee.

This guarantee does not obligate Endot Industries, Inc. with regard to the cost of installing innerduct or duct nor any liability for the cost of cables that may be installed inside the innerduct & duct products. This guarantee is provided for the sole benefit of the purchaser only, and shall create no rights against Endot Industries, Inc. in any other person. This guarantee may not be modified except in writing.

THIS WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ANY PURCHASER OF ENDOT INDUSTRIES, INC. DUCT AND INNERDUCT. SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS WARRANTY ARE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND ANY OTHER IMPLIED OR EXPRESS WARRANTY. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY HAVE LEGAL RIGHTS IN ADDITION TO THIS WARRANTY, WHICH RIGHTS VARY FROM STATE TO STATE.



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