



WARRANTY INFORMATION

Mainline products will be covered by IPS Diversified Products Group (“Seller”)’s limited warranty. It is as follows:

Warranty. For a period of one year from the date of shipment**, and provided payments for the products have been made by Buyer to Seller, Seller warrants to Buyer that its products: (i) substantially conform to Seller’s published specifications and (ii) are free from defects in material or workmanship. Product performance is limited by the capability of the structure and/or system it is installed in. If a warranted product fails to conform to these warranties, Buyer must promptly notify Seller in writing. For a valid warranty claim, Seller will, at its discretion and at no product charge to the Buyer: (i) repair the product; (ii) replace the product; or (iii) offer a full refund of that portion of the purchase price allocable to the non-conforming product. Warranty repair or replacement by Seller will not extend or renew the applicable warranty period. Buyer will obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a product non-conformance exists. Buyer will bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination and re-installation. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty allocates the risks of product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the products. Buyer acknowledges that it has read this warranty, understands it, and agrees to and is bound by its terms.

**The products listed below have different warranty periods. All other terms of the Limited Warranty set forth herein apply to these products, just the duration of the warranty is different. Duration of the warranty begins at date of shipment.

Studor Products: 3 years

Water-Tite Roofing Products: Life of the current roof system

Roof Top Blox: 20 years

Test-Tite Pneumatics: 2.5 years

AB&A: 6 months

FloodStop Pumps and Smart Accessories: 3 years

What is Not Covered by Warranty. No representative of Seller has authority to waive, alter, vary or add to the scope of the warranty without prior written approval of an officer of Seller. Seller’s warranty does not apply to: (i) products impacted by adverse water conditions, extreme weather or temperatures, or other natural conditions; (ii) improper or unauthorized repair, installation or maintenance of the products by a party other than Seller; (iii) use for purposes or under conditions other than those for which designed, or other abuse, negligence, misuse, unauthorized access, or normal wear and tear; (iv) unauthorized attachments, modifications or disassembly; (v) damage during shipping; or (vi) products purchased from unauthorized distributors, resellers or internet sites. Buyer’s care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all products is required for adequate performance.





Limitations of Liability. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT OR THE LAW, IT IS EXPRESSLY AGREED THAT SELLER'S TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS CONTRACT OR ITS PRODUCTS, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT, AS APPLICABLE, OR, AT SELLER'S OPTION, A RETURN OF AN AMOUNT THAT WILL NOT EXCEED THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES WILL SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER REMEDY, LOSS, COST, DAMAGE OR EXPENSE WHETHER DIRECT OR INDIRECT. IN NO EVENT WHATSOEVER WILL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, LIQUIDATED, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, OR PRODUCTION; INCREASED COST OF OPERATION; SPOILAGE OR DAMAGE TO MATERIAL OR DATA; OR CHANGE OUT COSTS. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, OR CAUSE OF ACTION TO OR BY A THIRD PARTY THAT EXCEEDS THESE LIMITATIONS OF LIABILITY.

**Effective July 1, 2023, due to an update in California law, the start date for product warranties will now be aligned with the date of delivery of the product. This change is for all Mainline products purchased on or after July 1, 2023 by California consumers. (California Legislative Information AB-2912)*

