

PRODUCTS LIMITED WARRANTY as of May 1, 2023

This warranty supersedes all prior Westlake Pipe & Fittings affiliate warranties, including North American Pipe, North American Specialty Products (NASP), NAPCO, LASCO, Royal, Plastic Trends, Foundations, and Certa-Set®.

Duration of coverage: This warranty only extends to the original Buyer of the products for a period of twelve (12) months from the original invoice date. Any claims must be submitted in writing within thirty (30) days of the discovery of the circumstances giving rise to the claim.

Warranty Coverage: These Company products are warranted against defective materials or workmanship under normal use and service. This warranty is void if:

- (1) The Product has been damaged by accident or unreasonable use, neglect, alteration or modification, faulty or negligent installation, misapplication, storage, transport, handling, abuse, misuse or other causes not arising out of defects in material workmanship
- (2) The Products are used for purposes other than their intended purpose as defined by local plumbing and building codes, and the applicable industry standard.
- (3) The Products are not installed in good and workmanlike manner consistent with normal industry standards; installed in compliance with the latest instructions published by Westlake Pipe & Fittings and good plumbing practices; and installed in conformance with all applicable plumbing, fire and building code requirements.
- (4) This limited warranty does not apply when the products of Westlake Pipe & Fittings are used with the products of other manufacturers that do not meet the applicable industry standards or that are not marked in a manner to indicate the entity that manufactured them.
- (5) The Products fail due to contact with chemical agents that are not compatible.
- (6) The product labeling or Company's name has been altered or defaced.

Warranty Exclusions:

- (1) These industry accepted manufacturing variations: Normal discoloration or weathering effects; molding, weld, or fusion lines.
- (2) This warranty excludes any expense for removal or reinstallation of any defective product and any other incidental, consequential, or punitive damages.

Buyer's Sole Remedy: At the sole option of the Company, the exclusive remedy of Buyer shall be:

- (1) the return and replacement of the defective product
- (2) the return of defective product and repayment of the purchase price
- (3) the return by Buyer of the defective product and the issuance of a credit which can be applied towards the purchase of additional Company products.

Any Westlake Pipe & Fittings products alleged to be defective must be made available to Westlake Pipe & Fittings for verification, inspection and determination of cause. Purchaser must obtain a return materials authorization and instructions for return shipment to Westlake Pipe & Fittings of any product claimed defective or shipped in error.

Westlake

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WARRANTY DISCLAIMERS: THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ON THE PART OF COMPANY INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, AND COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON, FIRM OR CORPORATION TO ASSUME ANY LIABILITY OR OBLIGATION IN CONNECTION WITH THIS SALE ON ITS BEHALF AND PURCHASER ACKNOWLEDGES THAT NO REPRESENTATIONS EXCEPT THOSE MADE HEREIN HAVE BEEN MADE TO BUYER. COMPANY FURTHER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

No statement, conduct or description by Westlake Pipe & Fittings or its representative, in addition to or beyond this Limited Warranty, shall constitute a warranty. This Limited Warranty may only be modified in writing signed by an officer of Westlake Pipe & Fittings.

Except in the case of Company's sole negligence or willful misconduct, Buyer agrees to indemnify, defend and hold harmless the Company, its affiliates, agents, employees and representatives from and against any liability, claim, demand, loss, damage, cost, expense, including attorney's fees and litigation costs, arising out of or in connection with the presence of Buyer's employees or agents on Company's premises or Company's employees or agents on Buyer's premises, the use of Company's services, or the purchase, use or resale of products supplied by Company.