

ASTM AND FIRE PROTECTION PIPE WARRANTY

Tex-Tube Company (Tex-Tube) warrants all its ASTM and Fire Protection pipe as being manufactured in compliance with all of the requirements set forth in the latest edition of the Annual Book of ASTM Standards. Pipe manufactured to ASTM A53 Grade B is also warranted as being manufactured to the latest ASME Standard for SA-53 Grade B.

Tex-Tube agrees to pay the reasonable costs to seek out, find, and repair any failure resulting from a manufacturing defect which is discovered during an initial field test.

This warranty shall be void if any of the following conditions are not fulfilled:

1. The material is used exclusively and specifically as intended by ASTM and ASME Specifications (if applicable), or as Fire Protection pipe if pipe is specified as Fire Protection pipe.
2. The Purchaser shall notify Tex-Tube as soon as practicable, but no later than 48 hours from the occurrence of a failure.
3. All pertinent data, documents, and records relating to installation and testing are to be made available.
4. Tex-Tube is given the opportunity to analyze any failure. This analysis is to include a field metallurgical inspection and observations of the failure initiation site. Further, Tex-Tube shall be permitted to make a laboratory metallurgical analysis before subsequent testing and analysis.

This warranty shall be void and shall not apply to any pipe supplied by Tex-Tube that is (i) processed or installed with mechanical fitting connections that result in cold expansion of the pipe beyond the mechanical and dimensional specifications of ASTM (and ASME if applicable; including but not limited to the Zap-Lok process), (ii) processed with any other process that causes the pipe to exceed the mechanical and dimensional specifications of ASTM (and ASME if applicable), and/or (iii) cold expanded beyond the mechanical and dimensional specifications of ASTM (and ASME if applicable). The use of any of the foregoing processes on Tex-Tube's pipe voids this warranty, and Tex-Tube will not cover any damages to, or costs associated with, repairing or replacing pipe, property, equipment, or persons arising out of pipe that was subjected to the processes identified in this paragraph.

THIS WARRANTY EXTENDS SOLELY TO PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE), OR STATUTORY. This warranty shall not apply to any goods that Tex-Tube reasonably determines have been mishandled, misused, neglected, repaired, altered or damaged by purchaser, purchaser's agents, employees, representatives, or third parties.

Tex-Tube's liability is limited to reasonable costs of direct labor and equipment required to effect repair. Standby costs and any other costs will not be honored. For installation in or below water, in swamps and marsh area, costs will be limited to those incurred for a similar repair on dry land. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TEX-TUBE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES WITH RESPECT TO THE FIRE PROTECTION PIPE OR ANY OTHER MATERIAL FURNISHED BY TEX-TUBE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.