



LIMITED PURCHASER'S WARRANTY

Subject to the following paragraphs, for a period of one (1) year beginning on the date of installation (Warranty Period), Rocky Mountain Colby Pipe Company (Rocky Mountain Colby) warrants to the initial purchaser and any subsequent owner (Purchaser) of the property known as _____ (Property) that the PVC Cellular Core Conduit or Duct product (collectively the "Conduit or Duct"), correctly installed on the (Property) will be free from defects in materials and workmanship.

Warranty Exclusions

This Warranty only covers defects that results in noncompliance with the applicable electrical codes and quality standards of the geographic area in which the Property is located that are in effect at the time the Conduit or Duct is installed. This Warranty does not cover a defect that is not material to the intended use of the Conduit or Duct, a defect resulting from usage for which the Conduit or Duct is not intended, or a defect resulting from damage through accident or casualty occurring during or after the Conduit or Duct's shipment from any Rocky Mountain Colby manufacturing plant.

THIS WARRANTY SHALL ONLY BE EFFECTIVE IF PURCHASER MAKES A CLAIM IN WRITING WITHIN THIRTY (30) DAYS AFTER THE DATE THE DEFECT IS OR SHOULD HAVE BEEN DISCOVERED. CLAIMS SHALL BE MADE BY NOTIFYING ROCKY MOUNTAIN COLBY AT ITS ADMINISTRATIVE OFFICE, 4950 McKENNON ROAD PENDLETON, OR 97801. Upon receipt of the notice, Rocky Mountain Colby shall be authorized to inspect the Property. If, following the inspection of the Property, Rocky Mountain Colby determines that a valid warranty claim exists, Rocky Mountain Colby shall repair or replace, at its option, (i) the defective Conduit or Duct and (ii) the damage to those portions of the Property caused by the defect. All work shall be performed by Rocky Mountain Colby or subcontractors chosen by Rocky Mountain Colby. **ROCKY MOUNTAIN COLBY WILL NOT HONOR INVOICES, BILLS, OR RECEIPTS FOR LABOR PERFORMED OR MATERIALS FURNISHED BY OR AT THE DIRECTION OF PURCHASER.**

Liability Limitations

Rocky Mountain Colby's liability under this Limited Warranty shall not exceed the purchase price paid by Purchaser for the Property and shall not extend to consequential damages such as bodily injury, damage to personal property, or damage to real property that is not part of the Property or that is not covered by the liability insurance of Rocky Mountain Colby in effect at the time the claim is made.

Actions taken by Rocky Mountain Colby under this Limited Warranty to repair or replace shall not extend the Warranty Period.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ROCKY MOUNTAIN COLBY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, QUALITY, OR OTHERWISE WITH RESPECT TO THE CONDUIT OR DUCT. ROCKY MOUNTAIN COLBY SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHERWISE, FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING REPAIRS, OR FOR ANY OTHER CAUSE, EXCEPT AS SPECIALLY SET FORTH IN THIS WARRANTY. Except for the warranties provided in this Limited Warranty, Purchaser assumes the risk of any and all damage hereafter occurring in or appearing on the Property, regardless of the case thereof.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.