

Manholes and Wetwells

Limited Warranty

Fiber Glass Systems, L.P. (FGS) warrants to owner that new manufactured manholes and wetwells used at temperatures not to exceed 120° F and in accordance with FGS's published specifications, operating guidelines, installation instructions and if installed, operated and maintained in the United States and Canada according to FGS's published installation instructions, supplemental instructions, and all applicable laws and regulations:

- I. Will not leak for a period of twenty (20) years from date of original delivery due to natural external corrosion.
- II. Will not leak for a period of twenty (20) years from date of original delivery due to internal corrosion, provided the manhole or wetwell is used solely in municipal sewer systems for the purpose of storing human waste or septic.
- III. Will not leak for a period of twenty (20) years from date of original delivery due to structural failure, which shall be defined as spontaneous breaking or collapse caused by defects in materials or workmanship, provided the manhole or wetwell is used in the manner described in this warranty and that the original installation and any post-installation repairs or alterations to the manhole or wetwell have been (A) carried out in the United States and Canada, (B) performed by a contractor educated in proper manhole or wetwell installation, who possesses any required registrations, certificates or licenses, to complete the installation, repair or alteration in accordance with recognized industry practices and applicable regulatory requirements, and (C) that the manhole or wetwell system has been operated and maintained in accordance with regulatory requirements designed to minimize the possibility of structural failures.
- IV. Will be free from defects in materials and workmanship for a period of one (1) year following the date of original delivery by FGS to owner.
- V. FGS WARRANTIES ARE EFFECTIVE UPON PAYMENT IN FULL, AND FGS IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE ANY SERVICE UNTIL FGS RECEIVES PAYMENT IN FULL.

Additional required conditions to warranty effectiveness for wetwells:

For this warranty to be valid for wetwells the wetwell must have been installed by a qualified installer and after initial installation of the wetwell, the wetwell installation checklist supplied by FGS must be properly completed by the contractor and the owner's representative, and the owner must retain the completed checklist to verify proper installation of the wetwell. The completed checklist must be delivered to FGS only at the time of any claim under this warranty, and failure to do so may result in denial of the claim at the discretion of FGS

Additional required conditions to warranty effectiveness for manholes and wetwells:

A claimant must give FGS the opportunity to observe and inspect the manhole or wetwell prior to the removal of any backfill surrounding the manhole or wetwell, removal of the manhole or wetwell from the ground, or removal of any factory installed appurtenance, or the claim will be barred.

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What is not covered by the warranty:

The foregoing warranty does not extend to products removed from the ground for any reason, damage due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage, servicing or lack thereof, maintenance or lack thereof, or operation in excess of their rated capacity, contrary to their recommended use, or contrary to the sewer applications defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of FGS.

FGS does not warrant any installed product, component, or parts manufactured by others. All consumable parts including but not limited to gaskets and o-rings are excluded from this warranty. Third party repairs or modifications of any kind shall void this warranty.

FGS'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT OUR OPTION, (I) REPAIR OF THE DEFECTIVE MANHOLE OR WETWELL,

(II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE MANHOLE OR WETWELL FROM FGS, OR (III) DELIVERY OF A REPLACEMENT MANHOLE OR WETWELL TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT PRODUCTS WILL BE PROVIDED BY FGS AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED PRODUCTS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW PRODUCT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF FGS AS SET FORTH HEREIN. FGS SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. FGS SHALL HAVE NO LIABILITY FOR MANHOLE OR WETWELL INSTALLATION OR REMOVAL COSTS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS OR ANY OTHER

CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. IN NO EVENT SHALL FGS'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE MANHOLE OR WETWELL WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES FGS'S EXCLUSIVE OBLIGATION AND FGS MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE MANHOLE OR WETWELL OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY FGS OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Effective Date: 07/01/2023