

LIMITED WARRANTY AND LIABILITY

Diamond Plastics Corporation, 1212 Johnstown Road, P. O. Box 1608, Grand Island, NE 68802, does hereby warrant, subject to the limitations hereinafter stated, its PVC Pipe to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of invoice. This limited warranty extends only to the original purchaser for use, and will be void if the product is used under conditions other than those for which it was designed or if it is not used in compliance with all instructions contained in any operating manual or specification sheets provided for such product.

Alteration or modification of the PVC Pipe in any manner, (other than as may be specifically authorized by Diamond Plastics Corporation or permitted in accordance with the installation guide provided by Diamond Plastics Corporation for such product), will void this limited warranty.

The sole obligation of Diamond Plastics Corporation, under this limited warranty, and the exclusive remedy of the purchaser under this limited warranty is the repair or replacement, without charge, F.O.B. shipping point, of such products or parts of products only, specifically excluding any labor or installation thereof, which Diamond Plastics Corporation, after inspection, determines to be defective.

Purchaser must notify Diamond Plastics Corporation, in writing at its address shown above within ten (10) days from the date of discovery of any claimed defect specifically stating the details of such defect, and, if requested by Diamond Plastics Corporation, return the defective product, freight prepaid, to Diamond Plastics Corporation, F.O.B. shipping point as shown on Diamond Plastics Corporation's order acknowledgment.

Diamond Plastics Corporation shall not be liable for any other damages, whether direct or consequential. Specifically, but without limitation, Diamond Plastics Corporation shall not be liable for any crop damage or any other incidental or consequential damages resulting from any breach of warranty, express or implied, or from any defects in its products.

No statement, remark, agreement, representation, promise or understanding, oral or written, made by Diamond Plastics Corporation, or any agent, representative or employee thereof, which is not contained herein, will be recognized by, or be enforceable or binding upon Diamond Plastics Corporation.

There are no understandings or undertakings of any kind with respect to the products or any part thereof which are not expressly set forth and contained herein, and all sales are made without any representation or warranty by Diamond Plastics Corporation that the goods are suitable for any particular purpose. In the event any provision of this LIMITED WARRANTY AND LIMITATION OF LIABILITY is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

STATUTE OF LIMITATION: Any action for breach of this LIMITED WARRANTY AND LIMITATION OF LIABILITY must be commenced within one (1) year after the cause of action has accrued.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES BY Diamond Plastics CORPORATION, OTHER THAN THOSE SPECIFICALLY SET OUT ABOVE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY SALE EXCEPT AS SET FORTH ABOVE.

