

Terms of Sale

We are pleased to present our list price schedule for use in ordering Charlotte Pipe and Foundry Company® (Charlotte Pipe®) Products. To determine current prices, please refer to the prices shown in the list price schedule. You may seek further clarification from our local manufacturers' agent or the factory sales office. **All prices in list price schedules are subject to change without notice. Orders will be billed at the prevailing price at the time of shipment.** All quotations, sales, and agreements are subject to strikes, accidents, transportation failures or other causes beyond our control. Any tax, effective under present or future laws, shall be added as an extra to the price of the product and shall be paid by the purchaser. **Possession of product information or list price schedules shall not be construed as an offer to sell the product listed.**

ARBITRATION: CHARLOTTE PIPE AND CUSTOMER AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATED TO THE SALE OF PRODUCTS FROM CHARLOTTE PIPE TO CUSTOMER SHALL BE RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED PURSUANT TO TITLE 9 OF THE U.S. CODE BY JAMS UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD ENTERED BY THE ARBITRATOR(S) MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. EITHER PARTY MAY APPLY TO THE ARBITRATOR SEEKING INJUNCTIVE RELIEF UNTIL THE ARBITRATION AWARD IS ENTERED OR THE MATTER IS RESOLVED. EITHER PARTY ALSO MAY, WITHOUT WAIVING ANY REMEDY AVAILABLE TO IT, SEEK FROM ANY COURT OF COMPETENT JURISDICTION ANY PROVISIONAL OR INTERIM RELIEF THAT IS NECESSARY TO PROTECT ITS RIGHTS PENDING THE ARBITRATOR(S)' DETERMINATION OF THE MERITS OF THE DISPUTE, CLAIM OR CONTROVERSY.

CLASS ACTION WAIVER: CHARLOTTE PIPE AND CUSTOMER AGREE THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIM, DISPUTE AND/OR CONTROVERSY COVERED UNDER THE PARTIES' AGREEMENT TO ARBITRATE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION AND/OR COLLECTIVE ACTION AND/OR REPRESENTATIVE ACTION. NOR SHALL THE ARBITRATOR(S) HAVE ANY AUTHORITY TO HEAR OR ARBITRATE ANY SUCH CLASS AND/OR COLLECTIVE ACTION AND/OR REPRESENTATIVE ACTION. REGARDLESS OF ANYTHING ELSE IN THESE TERMS AND CONDITIONS OR BY VIRTUE OF ANY ARBITRATION RULES OR PROCEDURES OF THE AAA THAT NOW APPLY OR ANY AMENDMENTS AND/OR MODIFICATIONS TO THOSE RULES, THE ENFORCEABILITY AND VALIDITY OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A COURT AND NOT BY AN ARBITRATOR. NOTWITHSTANDING ANY OTHER CLAUSE CONTAINED IN THESE TERMS AND CONDITIONS, THIS CLAUSE ENTITLED CLASS ACTION WAIVER SHALL NOT BE SEVERABLE FROM THESE TERMS AND CONDITIONS IN ANY CASE IN WHICH THE DISPUTE TO BE ARBITRATED IS BROUGHT AS A CLASS AND/OR COLLECTIVE ACTION. THIS CLASS ACTION WAIVER AND THE AGREEMENT TO ARBITRATE ANY CLAIM, DISPUTE OR CONTROVERSY PRECLUDES CUSTOMER FROM LITIGATING IN COURT OR ARBITRATING ANY CLAIMS AGAINST CHARLOTTE PIPE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Limited Warranty

Charlotte Pipe and Foundry Company® (Charlotte Pipe®) Products are warranted to be free from manufacturing defects and to conform to currently applicable ASTM standards for a period of five (5) years from

All products manufactured by Charlotte Pipe and Foundry Company are proudly made in the U.S.A.



Charlotte, Charlotte Pipe and "You can't beat the system" are registered trademarks of Charlotte Pipe and Foundry Company.

date of delivery. Buyer's remedy for breach of this warranty is limited to replacement of, or credit for, the defective product. This warranty excludes any expense for removal or reinstallation of any defective product and any other incidental, consequential, or punitive damages. **This limited warranty is the only warranty made by seller and is expressly in lieu of all other warranties, express and implied, including any warranties of merchantability and fitness for a particular purpose.** No statement, conduct or description by Charlotte Pipe 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 Charlotte Pipe.

This Limited Warranty will not apply if:

- 1) The Products are used for purposes other than their intended purpose as defined by local plumbing and building codes, and the applicable ASTM standard.
- 2) The Products are not installed in good and workmanlike manner consistent with normal industry standards; installed in compliance with the latest instructions published by Charlotte Pipe and good plumbing practices; and installed in conformance with all applicable plumbing, fire and building code requirements.
- 3) This limited warranty does not apply when the products of Charlotte Pipe are used with the products of other manufacturers that do not meet the applicable ASTM or CISPI standards or that are not marked in a manner to indicate the entity that manufactured them.
- 4) In hubless cast iron installations, this warranty will not apply if products are joined with unshielded hubless couplings. Charlotte Pipe requires that its hubless cast iron pipe and fittings be joined only with shielded hubless couplings manufactured in accordance with CISPI 310, ASTM C 1277 and certified by NSF® International or with Heavy Duty Couplings meeting ASTM C 1540.
- 5) The Products fail due to defects or deficiencies in design, engineering, or installation of the piping system of which they are a part.
- 6) The Products have been the subject of modification; misuse; misapplication; improper maintenance or repair; damage caused by the fault or negligence of anyone other than Charlotte Pipe; or any other act or event beyond the control of Charlotte Pipe.
- 7) The Products fail due to the freezing of water in the Products.
- 8) The Products fail due to contact with chemical agents, fire stopping materials, thread sealant, plasticized vinyl products, or other aggressive chemical agents that are not compatible.
- 9) Pipe outlets, sound attenuation systems or other devices are permanently attached to the surface of Charlotte® PVC, ABS or CPVC products with solvent cement or adhesive glue.

Charlotte Pipe products are manufactured to the applicable ASTM or CISPI standard. Charlotte Pipe and Foundry **cannot** accept responsibility for the performance, dimensional accuracy, or compatibility of pipe, fittings, gaskets, or couplings not manufactured or sold by Charlotte Pipe and Foundry.

Any Charlotte Pipe products alleged to be defective **must** be made available to Charlotte Pipe at the following address for verification, inspection and determination of cause:

Charlotte Pipe and Foundry Company
Attention: Technical Services
2109 Randolph Road
Charlotte, North Carolina 28207

Purchaser must obtain a return materials authorization and instructions for return shipment to Charlotte Pipe of any product claimed defective or shipped in error.

Any Charlotte Pipe product **proved** to be defective in manufacture will be replaced F.O.B. point of original delivery, or credit will be issued, at the discretion of Charlotte Pipe.

4/24/15

You can't beat the system.®