

CHARLOTTE

PIPE AND FOUNDRY COMPANY

General Information and Limited Warranty

We are pleased to present our catalogue for use in ordering Charlotte Pipe and Foundry Company® (Charlotte Pipe®) Products.

To determine current prices, please refer to the list prices shown in this catalogue. You may seek further clarification from our local manufacturers' agent or the factory sales office.

All prices in this catalogue and supplementary price schedules are **subject to change without notice. Orders will be billed at the prevailing price at the time of shipment.**

In line with general practice, all products are shipped at the purchaser's risk. Claims for damage in transit must be filed with the carrier involved or this office **within 10 days** after receipt of the product. Shipment should be carefully examined on arrival before signing a receipt. A signed bill of lading or delivery ticket with no exceptions noted will indicate that the count, description, and condition are satisfactory.

A charge of 25% plus all transportation costs will be assessed for placing any product back in Charlotte Pipe's stock which is not proved to be defective in manufacture. Products shipped in error by Charlotte Pipe will be replaced or credit will be issued at the discretion of Charlotte Pipe at no additional cost to the purchaser. Claims for errors in shipment or defects in manufacture must be made within ten (10) days after receipt of the product. Damaged products shall be held for inspection if so requested by Charlotte Pipe. Products not noted as damaged and not reported to Charlotte Pipe within 10 days after receipt by customers shall be deemed to have been received in good order. Products made by other manufacturers, unless sold by Charlotte Pipe, will not be accepted for return. Such products returned to our plant freight prepaid will receive credit at *scrap value*.

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 price sheets shall not be construed as an offer to sell the product listed.

Charlotte Pipe products are manufactured to the applicable ASTM 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.

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 years from 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 local plumbing, fire and building code requirements.
- 3) The Products fail due to defects or deficiencies in design, engineering, or installation of the piping system of which they are a part.
- 4) 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.
- 5) The Products fail due to the freezing of water in the Products.
- 6) 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.
- 7) 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.

Any product proved to be defective in manufacture will be replaced F.O.B. point of original delivery, or credit issued, at the discretion of Charlotte Pipe. **Purchaser must obtain written permission and/or a return goods authorization** and instructions for return shipment to Charlotte Pipe of any product claimed defective, shipped in error or excess of inventory needs.

All 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: Warranty Department
P.O. Box 35430
Charlotte, North Carolina 28235

WARNING: Charlotte Pipe products are not to be used with compressed air or gases. Charlotte Pipe does not recommend that piping systems that include its products be tested with compressed air or gases.

05/30/08

Charlotte Pipe is a registered trademark of Charlotte Pipe and Foundry Company.

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