

CHARLOTTE

PIPE AND FOUNDRY COMPANY

FlowGuard Gold® CPVC CTS Limited Warranty

Charlotte Pipe and Foundry Company (Charlotte Pipe®) warrants to **the original owner** of the structure in which its FlowGuard Gold CTS CPVC Pipe and Fittings (the "Products") have been installed, that the Products will be free from manufacturing defects and conform to currently applicable ASTM standards under normal use and service for a period of **ten (10) years**. 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 the transmission of domestic water.
- 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 ASTM standard or that are not marked in a manner to indicate the entity that manufactured them.
- 4) The Products fail due to defects or deficiencies in design, engineering, or installation of the water distribution system of which they are a part.
- 5) 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.
- 6) The Products fail due to the freezing of water in the Products.
- 7) The Products fail due to contact with chemical agents, fire stopping materials, thread sealant, plasticized vinyl products, or other aggressive chemical agents not compatible with CPVC compounds.

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.

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. Please refer to the **Return Material Policy** on the back of this page for specific instructions on returning materials to Charlotte Pipe.


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.

3/25/10

WARNING

Testing with or use of compressed air or gas in PVC / ABS / CPVC pipe or fittings can result in explosive failures and cause severe injury or death.

- NEVER test with or transport/store compressed air or gas in PVC / ABS / CPVC pipe or fittings.
- NEVER test PVC / ABS / CPVC pipe or fittings with compressed air or gas, or air over water boosters.
- ONLY use PVC / ABS / CPVC pipe for water or approved chemicals.
- Refer to warnings in PPSA User Bulletin 4-80 and ASTM D 1785.



Charlotte Pipe is a registered trademark of Charlotte Pipe and Foundry Company.
FlowGuard Gold is a registered trademark of The Lubrizol Corporation.
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Return Material Policy

Consistent with general industry practices, all products are shipped at the customer's risk. Shipments should be carefully inspected before signing a receipt. A signed bill of lading or delivery receipts with no exceptions noted will indicate that the count, description and condition of products are satisfactory.

Customer must obtain a Return Material Authorization (RMA) number and return instructions from Charlotte Pipe. All papers, including the RMA and packing slip, must accompany the material being returned. Failure to comply will result in a delay or denial in processing the return.

Please note the following:

- All collect returns must be sent back on Charlotte Pipe approved carriers.
- Contact your customer service associate to arrange a collect return.
- Customer will be charged any additional freight charges above our standard shipping rates for returns received on a carrier not approved by Charlotte Pipe.

Damaged in Transit

Claims for materials damaged in transit must be filed with the carrier involved or this office within ten (10) days after receipt of the product. All damaged material must be sent back tagged or labeled as "damaged." The material will be inspected by Quality Control and credit will be issued.

Picking/Shipping Errors

Claims for errors in shipment must be made within ten (10) days after receipt of the product. Material 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 customer. Customer must obtain a RMA number and return shipping instructions from Charlotte Pipe.

Overstock/Job Return

A 30% restocking charge plus all transportation costs will be applied for returning material back into Charlotte Pipe's stock. A \$60.00 processing fee will be applied to all returns with a net value under \$200.00. These items must be in re-sellable condition, which will be determined by Charlotte Pipe. Overstock and job returns must be returned within twelve (12) months of purchase date.

Non-manufactured or Non-stock Material

Cast Iron threaded and tapped fittings (including all brass plugs) cannot be re-processed and will receive scrap value.

If returned, customer will be notified to choose one of the following options:

- Agree to scrap value
- Agree to disposal fee
- Make arrangements to pick up the material

Defective Material

Customer must have the Defective Material Report Number obtained from the Technical Services Department before returning the material. The RMA form with Defective Material Report Number must be sent back with the material. All defective material must be sent back tagged or labeled as "defective." The material will be inspected by Quality Control and credit will be issued. If material is determined not to be defective, the customer will be notified before any further processing.

3/25/10