



Presby Environmental, Inc.

PRESBY ENVIRONMENTAL INC. STANDARD LIMITED WARRANTY

- a) The structural integrity of each unit, endcap and other accessory manufactured by Presby Environmental Inc. (collectively referred to as "Units"), when installed and operated in an onsite wastewater system in accordance with Presby Environmental's installation instructions, is warranted to the original purchaser ("Holder") against defective materials and workmanship for one year from the date upon which a septic permit is issued for the septic system containing the Units; provided, however, that if a septic permit is not required for the septic system by applicable law, the one (1) year warranty period will begin upon the date that installation of the septic system commences. In order to exercise its warranty rights, Holder must notify Presby Environmental in writing at its corporate headquarters in Whitefield, New Hampshire within fifteen (15) days of the alleged defect. Presby Environmental will supply replacement Units for those Units determined by Presby Environmental to be defective and covered by this Limited Warranty. Presby Environmental's liability specifically excludes the cost of removal and/or installation of the Units.
- (b) THE LIMITED WARRANTY AND REMEDIES IN SUBPARAGRAPH (a) ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE UNITS, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (c) This Limited Warranty shall be void if any part of the Presby Environmental system (unit, endcap or other accessory) is manufactured by anyone other than Presby Environmental. The Limited Warranty does not extend to incidental, consequential, special or indirect damages. Presby Environmental shall not be liable for penalties or liquidated damages, including loss of production and profits, labor and materials, overhead costs, or other losses or expenses incurred by the Holder or any third party. Specifically excluded from Limited Warranty coverage are damage to the Units due to ordinary wear and tear, alteration, accident, misuse, abuse or neglect of the Units; the Units being subjected to vehicle traffic or other conditions which are not permitted by the installation instructions; failure to maintain the minimum ground covers set forth in the installation instructions; the placement of improper materials into the system containing the Units; failure of the Units or the septic system due to improper siting or improper sizing, excessive water usage, improper grease disposal, or improper operation; or any other event not caused by Presby Environmental. This Limited Warranty shall be void if the Holder fails to comply with all of the terms set forth in this Limited Warranty.
- Further, in no event shall Presby Environmental be responsible for any loss or damage to the Holder, the Units, or any third party resulting from installation or shipment, or from any product liability claims of Holder or any third party. For this Limited Warranty to apply, the Units must be installed in accordance with all site conditions required by state and local codes; all other applicable laws; and Presby Environmental's installation instructions.
- (d) No representative of Presby Environmental has the authority to change this Limited Warranty in any manner whatsoever, or to extend this Limited Warranty. No warranty applies to any party other than the original Holder.

The above represents the standard Limited Warranty offered by Presby Environmental. A limited number of states and counties have different warranty requirements. Any purchaser of Units should contact Presby Environmental's corporate headquarters in Whitefield, New Hampshire, prior to such purchase, to obtain a copy of the applicable warranty, and should carefully read that warranty prior to the purchase of Units

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