

NUPIGECO WARRANTY STATEMENT

NUPIGECO warrants that products sold by it which are included in its SMARTFLEX Piping System shall be of good materials and workmanship and free from functional defects for a period of thirty (30) years from the date of sale, excepting valves, flex connectors, entry, terminating and test rubber boots, test tubes, gaskets and o-rings, products containing electrical components and any other part other than pipes and fittings, which shall be of good materials and workmanship and free from functional defects for a period of one (1) year from the date of sale; provided that such products are properly installed in accordance with NUPIGECO's specifications and published instructions by qualified installers who have been trained and certified by NUPIGECO. These respective warranties shall become immediately null and void if the products to which they apply: (i) are employed in above-ground applications; (ii) are installed by anyone other than an installer trained by NUPIGECO; or (iii) are installed in a manner which fails to comply with NUPIGECO's written installation instructions.

As the sole and exclusive remedy for any breach of the limited warranties set forth above, NUPIGECO will replace nonconforming goods or refund the purchase price. These limited warranties are in lieu of all other warranties, express or implied, including, without limitation, those concerning merchantability or fitness for a particular purpose. These limited warranties are also in lieu of any other possible liabilities of NUPIGECO, whether alleged to have arisen by agreement or by operation of law, respecting the sale, installation, use or function of NUPIGECO's products, including, without limitation, claims of negligence, gross negligence, strict liability or any other tort. In no event shall NUPIGECO be liable for personal injury or damage to real or personal property attributed to its products, nor for any excavation, removal, downtime, cleanup, remediation, loss of use, loss of opportunity, loss of market value, loss of rental value, loss of profits, loss of production, or other special, incidental, resulting, consequential or exemplary damages.

No person is authorized by NUPIGECO to accept for it any other liability of any kind in connection with the sale or use of products sold and/or marketed by it.

SMARTFLEX PRODUCT LIABILITY

NUPIGECO SpA has subscribed an insurance policy with a primary insurance Company able to cover the Smartflex product liability.

The product liability annual aggregate limit established is 11.000.000 €

NUPIGECO SPA

