



The undersigned Nu Flow contractor (“the Contractor” herein) provides a 20-year limited warranty to the Owner from the date of Substantial Completion for the Work that such piping systems restored by Contractor will be free of failure as a result of defects in material or workmanship with the following provisions:

- a)** Under normal use, the epoxy lining shall not be de-bond, break down or otherwise fail. Contractor does not warrant against failure cause by, contributed in whole or in part by, or resulting from any of the following: abuse, such as, without limitation, vandalism; the introduction into the piping system of any chemical that would not be permitted in potable water, sanitary sewers, or chemicals approved for potable water at concentrations higher than approved for potable water; operating the water system at temperatures greater than the domestic hot standard; natural disasters or causes, such as, without limitation, flooding, windstorm, lightning, tornado, or earthquake; attachments to or modifications of the piping system not authorized by Contractor; external causes, where external, physical or chemical qualities produce damage to the epoxy lining such as, without limitation, an unsuitable or hostile environment including the use of a flame or torch on the epoxy lining; or another cause beyond the Contractor’s control including other stresses placed on the pipe or its contents that are not considered normal to the original intended use or function of the piping system.
- b)** Should the restored piping system be subjected to abuse, such as, without limitation, vandalism; the introduction into the piping system of any chemical that would not be permitted in potable water, sanitary sewers, or chemicals approved for potable water at concentrations higher than approved for potable water; operation of the water system at temperatures greater than the domestic hot standard; attachments to or modifications of the piping system not completed by methods authorized by Contractor; or other external causes including corrosion to the external surface of the piping that should result in leaks, or where external, physical or chemical qualities produce damage to the epoxy lining such as, without limitation, an unsuitable or hostile environment including the use of a flame or torch on the epoxy lining; or any other cause beyond the Contractor’s control including other stresses placed on the pipe or its contents that are not considered normal to the original intended use of function of the piping system, this warranty will become immediately null and void with respect to such affected piping.
- c)** The Contractor shall not be liable under any circumstances for any other direct or any indirect, general, special, incidental, or consequential damages of any kind from whatever cause except to repair or replace the affected piping as provided herein.
- d)** Under no circumstances will the contractor be responsible for costs incurred by or on behalf of the owner in connection with repairs performed by a third party where the contractor is not first notified of the damage and/or repairs required and given the opportunity to repair the damage pursuant to this warranty. Subsequent work performed by the owner or by any third-

party on any sewer pipe lined by contractor, without the prior express written consent of the contractor, will operate to void this warranty in its entirety.

If such failure occurs during the warranty period, the Owner notifies Contractor in writing within five (5) business days of Owner's discover of the failure of the treated piping system through the notice provisions provided in the Contract Documents, and Contractor is permitted the opportunity to inspect the defect, Contractor will correct the failure by repairing or replacing the affected piping within a reasonable time, without charge to the Owner. This warranty is limited to the cost of repairing or replacing the affected piping, including installation or additional treatments, and specially excluded any costs of repair associated with ancillary damage. Failure to provide Contractor such notice and opportunity to inspect such affected piping will terminate this warranty. Should Contractor be called to the property for problems unrelated to matters for which this warranty applies, Owner will be charged a minimum call out fee at rates predominant in the local market.

None of the Contractor's employees, and no other person or business, is authorized to make any other warranty on the Contractor's behalf covering the Work. This warranty is transferable to a new owner of the property when notified in writing at the closing of the property transaction and is otherwise non-transferable. This warranty gives Owner specific legal rights, and Owner may also have other rights that may vary from jurisdiction. Some jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, and as a result may not apply to Owner.

All new plumbing fittings installed as part of the work shall be covered by the manufacturer's warranty(s) only for the period of such warranty(s). The Contractor shall turn over all manufacturer's equipment warranties to the Owner upon completion and final sign-off of the Work. Owner shall contact those manufacturer's specifically regarding any claims thereto. The Contractor shall warrant the installation of such fittings installed as part of the work for one (1) year after final sign-off the work.

Date of Substantial Completion:

  
Authorized Peerless Signature

Property Owner:

Property Address: