

Limited Warranty and Disclaimers

A. EXPRESS WARRANTY TO CUSTOMER

NOV Fiber Glass Systems expressly warrants to the Customer that Red Thread® IIA pipe, fittings and adhesive will be free from defects in material and workmanship and will not fail as a result of either internal or external corrosion for 30 years from the date of the invoice to the distributor when used for underground transportation of fuels. If any Red Thread IIA pipe and fittings sold by NOV Fiber Glass Systems are found upon inspection to be defective in material or workmanship, or have failed due to internal or external corrosion during this warranty period, NOV Fiber Glass Systems will, at its sole option, repair or replace, F.O.B. our plant, the defective product, or refund the initial purchase price. Any repaired or replaced goods are warranted to be free from defects in material and workmanship for the remainder of the initial 30-year period.

B. NO WARRANTY AS TO INSTALLATION

The express warranty provided above in paragraph A does not apply to installation. NOV Fiber Glass Systems does not warrant the installation of Red Thread IIA pipe and fittings and shall not be responsible for the installation of the goods by any distributor, contractor, customer, or other person or entity engaged in the installation of the goods or in the supervision of the installation of the goods.

C. WARRANTY VOID

THE EXPRESS WARRANTY PROVIDED ABOVE IN PARAGRAPH A SHALL BE VOID AND OF NO FURTHER EFFECT IF: (1) THE GOODS HAVE BEEN SUBJECTED TO ANY ACCIDENT, FAULTY INSTALLATION, MISAPPLICATION, ABUSE, OR MISUSE, (2) CUSTOMER HAS USED THE GOODS AFTER DISCOVERY OF A DEFECT WITHOUT OUR PRIOR WRITTEN CONSENT; OR (3) CUSTOMER REFUSES TO PERMIT NOV FIBER GLASS SYSTEMS TO EXAMINE THE GOODS TO DETERMINE THE NATURE OF THE DEFECT.

D. DISCLAIMER OF WARRANTIES

NOV FIBER GLASS SYSTEMS MAKES NO OTHER WARRANTIES (OTHER THAN TITLE), WHETHER STATUTORY, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY STATED ABOVE IN PARAGRAPH A. NOV FIBER GLASS SYSTEMS SPECIFICALLY DISCLAIMS THE WARRANTY OR MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER AGREES TO ACCEPT THE EXPRESS WARRANTY STATED ABOVE IN PARAGRAPH A IN PLACE OF ALL OTHER WARRANTIES (OTHER THAN TITLE).

E. LIMITATION OF REMEDIES

CUSTOMER AGREES THAT ITS EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY PROVIDED ABOVE IN PARAGRAPH A SHALL BE EITHER THE REPAIR OR REPLACEMENT, F.O.B. NOV FIBER GLASS SYSTEMS' PLANT, IN THE SOLE DISCRETION OF NOV FIBER GLASS SYSTEMS, OF ANY GOODS SOLD TO CUSTOMER WHICH WE SHALL DETERMINE TO BE DEFECTIVE. IN NO EVENT SHALL THE LIABILITY OF NOV FIBER GLASS SYSTEMS UNDER THIS WARRANTY EXCEED THE PRICE PAID BY CUSTOMER FOR ANY PIPE OR FITTINGS FOUND TO BE DEFECTIVE.

F. NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL NOV FIBER GLASS SYSTEMS HAVE ANY LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, COSTS OF REMOVAL OF DEFECTIVE GOODS, COSTS OF INSTALLATION OF REPAIRED OR REPLACEMENT GOODS, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN, NON-OPERATION, OR INCREASED EXPENSES OF OPERATION OF ANY BUSINESS, INSPECTIONS OR REPAIRS NOT AUTHORIZED IN WRITING BY NOV FIBER GLASS SYSTEMS, AND THE LIKE.

G. CHOICE OF LAW

These General Conditions of Sale and the warranty and disclaimers are governed by Texas law.

H. EFFECTIVE DATE

These warranty and disclaimers apply to and are effective to all warranted products sold on or after October 1, 2001.