



50 Year Warranty

Ideal Pipe HDPE Products

Ideal Pipe warrants to the original retail purchaser that in the event the HDPE pipe (the "Pipe") purchased at the time of delivery of the Limited Warranty fails to perform in accordance with its specifications due to a defect in the materials or workmanship of the Pipe within fifty (50) years from the date of the original retail purchase of the Pipe, Ideal Pipe will provide to the holder of the Limited Warranty, replacement Pipe, freight prepaid.

THIS LIMITED WARRANTY IS THE EXPRESS WARRANTY RELATING TO THE PIPE. THE LIMITED WARRANTY IS THE ONLY WARRANTY ISSUED BY IDEAL PIPE FOR THE PIPE AND IS ISSUED IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Limited Warranty is not applicable in the event of installation and/or use of the Pipe by the holder of the Limited Warranty or any third party which is not in accordance with Ideal Pipe specifications for installation and use of the Pipe, and is not applicable with respect to any failure in performance of the Pipe which is due in whole or in part to any reason other than a defect in the materials or workmanship of the Pipe.

If the Pipe fails to perform due to a defect in the materials or workmanship of the Pipe within fifty (50) years from the date of the original retail purchase of the Pipe, the holder of the Limited Warranty shall submit to Ideal Pipe written notice of the defect and a sample of the defective Pipe, clearly identifiable as Ideal Pipe HDPE pipe within thirty (30) days after the defect becomes or should become known to the holder. Written notice and the sample must be sent to:

Ideal Pipe
P.O. Box 100
1100 Ideal Drive
Thorndale, Ontario, Canada
NOM 2P0

This Limited Warranty is not transferable or assignable by the original retail purchaser of the Pipe.

THIS IS THE SOLE AND EXCLUSIVE REMEDY OFFERED BY IDEAL PIPE FOR THE PIPE. IDEAL PIPE WILL NOT BE LIABLE FOR ANY OTHER COSTS ASSOCIATED WITH FAILURE OR PERFORMANCE OF THE PIPE WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO, ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR OTHER LEGAL THEORY.