



VERSAPROFILES

VERSAPIPE^{HD} AND GEOPERFORMX GEOTHERMAL PIPE 50 YEAR LIMITED WARRANTY

Versaprofiles Products Inc. (Hereafter Versaprofiles) warrants all of its pipe products for geothermal applications to be free from defect in material and workmanship from date of production at Versaprofiles manufacturing plant for a period of fifty (50) years. In the case Versaprofiles geothermal pipe products fails to meet its specifications due to a defect on material or workmanship, Versaprofiles will offer a Limited Warranty strictly limited to the replacement of the geothermal failed pipe with an equivalent quantity of geothermal pipe of equal or better quality than the one originally purchased, AND the cost of reasonable direct labour charges provoked by the failure to the holder of the Limited Warranty for up to One Dollar (1.00\$) per linear foot of geothermal pipe to be removed and replaced. Purchaser shall make prompt inspection of goods upon reception and before installation.

This Limited Warranty will not apply to

- The design and installation of the geothermal system and it's components
- Use under circumstances exceeding specifications
- Unauthorized repair or alteration of the product
- Damage caused by Acts of God such as earthquakes, earth movements, fire or flood
- Filling with restricted substances requiring an MSDS sheet unless previously approved in writing by Versaprofiles
- Product not installed according to standards and guidelines from IGSHPA, CSA C448 and other industry recognized guidelines, as well as Versaprofiles installation recommendations
- Failures occurring from fittings or fusion failures

Warranty Claim Procedure

In the event of a leak or other manufacturing defect related to Versaprofiles pipe, a warranty claim should be addressed in writing within thirty (30) days after the defect was noticed. Any claim for warranty service should be made to the supplier. In turn said supplier will contact Versaprofiles with the warranty claim to Versaprofiles customer care at 1-877-335-7473. Prior to calling Versaprofiles, it is compulsory you have proof of purchase showing the date of purchase, name of the purchaser, type of products and quantity purchased to process any warranty claim. No claim against Versaprofiles shall be made or allowed for goods returned without Versaprofiles prior consent and RMA number. Pictures of the defect are required with a description of the defect. Versaprofiles must have the right to inspect the product on the job site if required, or can require that the defective product be returned to Versaprofiles for investigation at Versaprofiles expense. In all cases, parts must be kept until Versaprofiles authorizes their disposition

THIS LIMITED WARRANTY IS THE EXPRESS WARRANTY RELATING TO THE GEOTHERMAL PIPE AND PRODUCTS. THE LIMITED WARRANTY IS THE ONLY WARRANTY ISSUED BY VERSAPROFILES AND IS ISSUED IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS THE SOLE AND EXCLUSIVE RELIEF OFFERED BY VERSAPROFILES INC. FOR THE GEOTHERMAL PIPE AND PRODUCTS. VERSAPROFILES INC. WILL NOT BE LIABLE FOR ANY OTHER COSTS ASSOCIATED WITH FAILURE OR PERFORMANCE OF THE GEOTHERMAL PIPE AND SYSTEM WHICH MAY OCCUR, 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.