

# Limited Warranty

## CuraFlo of British Columbia Ltd.

### 10 Year Limited Warranty

Valid for CuraFlo potable water delivery system and all additional specified materials and services supplied, installed by CuraFlo of British Columbia Ltd. to property owners and succeeding owners during the warranty period.

*This warranty revision is effective: **August 28, 2014***

*Warranty Expires: **August 28, 2024***

#### **Limited Warranty:**

CuraFlo of British Columbia Ltd. warrants to the property owners and succeeding owners that the CuraFlo Lining System installed in the copper domestic water delivery system at Scottish Manor located at 7101 Kerr Street, Vancouver, BC, shall be free from defects in material and workmanship under normal conditions of use, when used for potable water distribution for the period of this warranty.

#### **Warranty Coverage and Duration**

- CuraFlo Lining System, as installed by CuraFlo of British Columbia Ltd., will maintain a leak proof seal and lining of the pipes for a period of ten (10) years measured from date of installation (*project substantial completion*).
- CuraFlo of British Columbia Ltd. will repair any leaks and restore the protective lining in the lined portion of the pipes at no charge to the customer for a period of ten (10) years under the terms of this warranty.
- CuraFlo of British Columbia Ltd. will repair and restore any damage caused to the building (not personal property) resulting in leaks from the lined portion of the pipes at no charge to the customer for a period of one (1) year under the terms of this warranty.
- CuraFlo of British Columbia Ltd. warrants that all new plumbing fittings installed will be leak proof for a period of one (1) year only and warrants an additional five (5) year labor (installation) warranty on these fittings.
- Any additional plumbing components installed by CuraFlo of British Columbia Ltd. or installed as part of the contract are covered by any manufacturer warranties as well as by a one (1) year labor warranty provided by CuraFlo of British Columbia Ltd. measured from date of installation (*project substantial completion*).
- CuraFlo of British Columbia Ltd. or its authorized agent will provide 24-hour daily call out service that will respond to all requests for emergency service. This service is provided free in response to all leaks resulting from a failure of the CuraFlo Lining System and/or any other component parts of the system under the terms of the warranty. All other calls will be billed out at a regular hourly and/or after hour rate.

CuraFlo of British Columbia Ltd. must receive notification of any believed failure verbally within 48 hours of believed failure, and written within 30 days of believed failure. CuraFlo of British Columbia Ltd. shall have less than ninety (90) days to determine whether it acknowledges responsibility for any believed defects in material or workmanship. If CuraFlo of British Columbia Ltd. or its authorized agent does not respond to an emergency call within three (3) hours, owners may have emergency repairs carried out by a contractor of their choice without notification. Allowances for all emergency work done are at the discretion of CuraFlo of British Columbia Ltd. Documentation on failures must be provided including samples (*for testing*) of the failed portion of the pipe.

The customer is responsible to provide reasonable access to the work site (*the building in need of repairs/restoration*) during the hours of 8:30 a.m. to 5:30 p.m. Monday to Friday to CuraFlo of British Columbia Ltd. and any of their sub-contractors to complete repairs and restoration work and on a 24-hour basis to respond to emergency plumbing failures allowing them to mitigate damages to the building.

It is agreed that the exclusive remedies under this limited warranty are for defects of the CuraFlo Lining System. CURAFLO FRANCHISEE Inc or its agent will repair or replace any section of pipe that is proven to be defective. If CuraFlo of British Columbia Ltd. cannot repair (water damage) caused by a leak within forty-eight (48) hours, the customer is at liberty to effect repairs. Reimbursement of costs to the customer is at the discretion of CuraFlo of British Columbia Ltd. All other components of the plumbing system are covered under the terms of the portion of this warranty as it applies to those components only.

This limited warranty applies only if the articles sold hereunder are selected and installed by CuraFlo of British Columbia Ltd. according to the current installation and operating instructions as provided by CuraFlo Technologies Inc.

**AND**

- a) Are not exposed to temperatures above 140 degrees F.
- b) Are not exposed to pressures above 150 psi.
- c) Remain in their original location at time of installation.
- d) Are connected to a potable water supply operating under normal conditions.
- e) Show no evidence of acts of God, mishandling, accidental damage, or installation of non-compatible nature in the system.
- f) Are installed in accordance with local building and plumbing codes and by-laws.

Any action taken by CuraFlo of British Columbia Ltd. or it's authorized agents to investigate, repair or replace items in response to a notification of failure will not be construed as acceptance of liability. All acceptance of liability will be forwarded to the building owner(s) or their representatives in writing.

The above is the full extent of the warranty provided by CuraFlo of British Columbia Ltd.

By the mutual agreement of the parties, it is agreed that this limited warranty and any claims arising from breach of contract, breach of warranty or any other claims arising hereunder, shall be governed and construed under the laws of the Province of British Columbia. The Province of British Columbia will be the proper jurisdiction for the determination of any claims. An owner or succeeding owner must cooperate fully on a reasonable basis. It is expressly understood that authorized CuraFlo of British Columbia Ltd. sales representatives, sub-contractors, plumbing and lining professionals have no authority to bind CuraFlo of British Columbia Ltd. to any agreement or warranty of any kind without written consent of CuraFlo of British Columbia Ltd.

The parties agree that any breach or dispute of this warranty by either party must be settled through binding arbitration, the cost of such arbitration to be borne solely by the losing party.

CuraFlo of British Columbia Ltd. disclaims any warranty not provided herein.

Signature of Contractor: \_\_\_\_\_

**SANJIV GUPTA  
OFFICER FOR CURAFLO OF BRITISH COLUMBIA LTD.**