

HammerHead Trenchless Limited Warranty Policy for Cured in Place Pipe (CIPP) Consumable Materials

The Charles Machine Works, Inc. dba HammerHead Trenchless (“HammerHead”) warrants that all new cured in place pipe consumable materials it manufactures (i.e. liners, resins, and point repairs, which are referred to as the “CIPP Consumables”) meet the ASTM F1216 standard and will be free from defects in materials, under normal use and service, for ten years after delivery to the purchaser (or such other party as the purchaser may direct) when installed in accordance with HammerHead’s applicable published guidelines. The warranty period for any item repaired or replaced pursuant to this warranty shall be the remainder, if any, of the original, defective Product’s warranty period.

For any covered issue during the warranty period, Buyer must timely notify HammerHead in writing of such defect, and HammerHead shall, at its option, supply a functionally equivalent replacement product or request the return of the CIPP Consumable to its plant in Lake Mills, Wisconsin so that HammerHead may repair it, each without charge. Such repair or replacement is the purchaser’s sole and exclusive remedy against Hammerhead, whether in contract or arising out of warranties, representations, or defects.

HammerHead may require pre- and post-installation video and the build/install sheet for the project, which must be provided by the customer, to verify a warranty claim. No item may be returned without prior written authorization from HammerHead.

This warranty does not cover:

- HammerHead products that are not CIPP Consumables (e.g. whole goods, tooling, pressure pipe)
- Defects other than those in materials (including but not limited to workmanship and design defects)
- Transportation expenses in connection with the repair or replacement of CIPP Consumables
- Failures caused due to a CIPP Consumable that has been installed or used in a manner inconsistent with written warnings, instructions, or recommendations by HammerHead, including but not limited to in product decals or in the owner’s guide/user manual; or installed in a manner inconsistent with applicable law or standard industry practices
- Any CIPP Consumable that has been neglected, altered, misused, abused, or used in any way which, in HammerHead’s opinion, adversely affects its performance
- Failures caused by improper storage; handling installation or maintenance; use of non-HammerHead approved parts or materials; unapproved modifications or alterations; or use of unapproved accessories
- Failures caused by outside influence, including but not limited to Acts of God, fire, or other accident
- Wear items or components failing due to normal wear
- Items that are not manufactured by us (which are warranted only to the extent of the original manufacturer’s warranty and subject to their allowance to us, if found defective by them)
- Any additional training or consulting services which may be provided by HammerHead or its representatives or agents (nor shall such training or services extend any product warranty period)
- Damages that arose in whole or in part due to HammerHead’s reliance upon drawings, specifications, samples, descriptions, documentation, requirements, requests, or instructions received from the customer, the installer, or either of their agents

- Products installed: in pressurized pipes, pipes carrying materials other than storm water or municipal sanitary sewer flows (unless approved in writing by HammerHead), or after the listed expiration date.

HammerHead reserves the right to modify, alter, and improve any product without incurring any obligation to replace any product previously sold without such modification, alteration, or improvement. No person is authorized to give any other warranty, or to assume any additional obligation on HammerHead's behalf unless made in writing, and signed by an officer of HammerHead.

THIS WARRANTY AND ANY POSSIBLE LIABILITY OF HAMMERHEAD HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. HAMMERHEAD IS NOT LIABLE FOR LOST REVENUE, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF A PRODUCT COVERED BY THIS WARRANTY, INCLUDING ANY EXPENSE OF OBTAINING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF NONUSE. IN NO EVENT SHALL HAMMERHEAD'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

NO ACTION AGAINST HAMMERHEAD ARISING OUT OF OR RELATED TO THIS WARRANTY MAY BE FILED NO MORE THAN ONE (1) YEAR AFTER THE CLAIM ARISES.