

50 Year Warranty

Centennial Plastics L.L.C. warrants to the original retail purchaser that in the event the CenFuse HDPE pipe (the "pipe") purchased at the time of delivery of this 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, Centennial Plastics L.L.C. will provide to the holder of the Limited Warranty the following:

1. Replacement pipe of substantially equivalent or better quality freight prepaid; and
2. The cost of reasonable direct labor charges up to One Dollar (\$1.00) per linear foot incurred by the holder of the Limited Warranty for the removal of the defective Pipe and its replacement.

THIS LIMITED WARRANTY IS THE EXPRESS WARRANTY RELATING TO THE PIPE. THE LIMITED WARRANTY IS THE ONLY WARRANTY ISSUED BY CENTENNIAL PLASTICS L.L.C. 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 the 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 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 original retail purchase of the Pipe, the holder of the Limited Warranty shall submit to Centennial Plastics L.L.C. written notice of the defect and a sample of the defective Pipe, clearly identifiable as CenFuse HDPE within thirty (30) days after the defect becomes or should become known to the holder. Written notice and the sample must be sent to:

Centennial Plastics L.L.C.
1830 Centennial Avenue
P.O. Box 329
Hastings, NE 68902

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 CENTENNIAL PLASTICS L.L.C. FOR THE PIPE. CENTENNIAL PLASTICS L.L.C. 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.