



Filled Penetrations

Diversified Products Manufacturing Inc.

Warranty Statement

Monitored Penetrations



I. 20 YEAR LABOR AND MATERIALS WARRANTY ON CERTAIN PRODUCTS

A. Warranty. Diversified Products Manufacturing Inc. ("DPM") warrants that its Filled and Monitored series fittings will be free from defect for a period of 20 years and 6 months from the date of manufacture. A defect is a flaw in material or workmanship that allows fluid to pass from the interior of a containment chamber (UDC or tank sump) to the exterior of the containment chamber, or from exterior to the interior, through the penetration fitting.

B. Conditions Precedent. This warranty applies only if the following conditions have been satisfied: (1) The fitting was installed by a factory trained installer following DPM's written installation procedures; (2) Fittings were installed using DPM approved bonder, fill products and other supplies; (3) The installation site was registered with DPM and a fee of \$5.00 per fitting paid to DPM within 60 days after substantial completion; (4) The containment chambers in which the fittings are installed are made of fiberglass; (5) The containment chamber and pipe in which the fitting was installed were sound; (6) A 24 hour Hydrostatic test was successfully passed; (7) Purchaser has provided DPM with the notification of claim described below.

C. Remedies. DPM Inc., will at its expense and in full satisfaction of its warranty obligations, either repair or replace, labor and materials, any fitting found to be defective within 20 years and 6 months from the date of manufacture. Most DPM penetration fittings have a month and year stamp indicating the month of manufacture on the interior plate (that part of the fitting located inside the sump). Any fitting without a month and year date stamp shall be deemed to have been manufactured in January 2006. A warranty repair shall be deemed complete once the containment chamber can be filled with water without a loss of fluid in a 6 hour period.

II. 3 YEAR MATERIALS WARRANTY ON ALL PRODUCTS

A. Warranty. In addition to the above warranty, DPM warrants that all products manufactured and distributed by DPM, including all Penetration Fittings, Terminating and Test Reducers, Inserts, Isolation Products, Split Repair Products, Industrial Products, Bonders and Adhesives, to be free from defects in materials and workmanship for a period of 3 years from the date of purchase.

B. Conditions Precedent. This warranty does not apply to products which are not installed by a factory-trained installer following DPM's written installation instructions.

C. Remedies. If DPM determines any product to be defective it will, at its election, either repair or replace the items, materials only, to the original purchaser or refund the purchase price to the original purchaser.

III. NOTIFICATION OF CLAIM

A claimant shall notify DPM within 14 days of becoming aware of a defect. Claim notifications must include the site name, address and details of the defect. Additionally the claimant shall provide the name of the installing contractor and evidence that the installer was trained by DPM in the installation of DPM's products.

IV. LIMITATION OF WARRANTY

The above warranties shall not apply to defects resulting from: misuse, unauthorized modification, operation or storage outside the environmental specifications for this product, in-transit damage, improper maintenance, use of accessories, supplies, consumables, or other items not approved by DPM for use with this product. DPM makes no other express warranty, whether written or oral, with respect to this product. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of the express warranty set forth above. The remedies provided above are the sole and exclusive remedies. In no event shall DPM be liable for any other direct, indirect, special, incidental or consequential damages, whether based on warranty, contract, tort, or any other legal theory. DPM is not responsible for contamination to the soils or other damages other than the repair of the fitting. Excavation, disposal of soils and other consequential damages that may be associated with a failed penetration fitting are not covered under this warranty. Damage from fire, structural failure, war, earthquake and other force majeure events are not covered by this warranty.