



**SPEARS® MANUFACTURING COMPANY
PRODUCT LIMITED LIFETIME WARRANTY**

Except as otherwise specified for certain products, mandated by law or herein provided, Spears® Manufacturing Company (“Company”) warrants Standard Catalog Products (“Products”) which have been directly manufactured by them to be free from defects in material and workmanship for as long as the original intended end user of the Products (“End User”) retains ownership and possession of the Products and complies with this Warranty (“Warranty Period”). Each other person or entity acquiring or employing the Products, including buyers, contractors and installers (“Buyer”) and End Users (“Buyer/End User”) agrees that this Warranty shall be effective only during the Warranty Period so long as the Products are used solely for the normal purposes for which they are intended and in conformance with industry established standards, engineering, installation, operating, and maintenance specifications, recommendations and instructions including explicit instructions by the Company; the Products are properly installed, operated and used, and have not been modified; and all the other terms of this Warranty are complied with. Any violation thereof shall void this Warranty and relieve Company from all obligations arising from this Warranty and the Products.

Upon receipt or discovery of any Products that appear questionable or defective each Buyer/End User shall promptly inspect and return any such Product to the Company at 15853 Olden Street, Sylmar, California 91342, accompanied by a letter stating the nature of any problems.

If the Products are determined by Company to be defective in materials or workmanship directly provided by Company, Company, at its sole option, may either repair or replace the defective Products, or reimburse applicable Buyer/End User for the cost of such Products. The applicable Buyer/End User shall bear all applicable shipping costs. THIS SHALL BE BUYERS/END USERS SOLE REMEDY. EACH BUYER/END USER AGREES THAT COMPANY WILL NOT BE RESPONSIBLE FOR ANY OTHER OBLIGATIONS RELATING TO THE PRODUCTS, INCLUDING ANY OTHER MATERIALS OR LABOR COSTS, LOSS OF USE OR ANY OTHER ITEM OR FOR ANY DELAYS IN COMPLYING WITH THIS WARRANTY BEYOND COMPANYS REASONABLE CONTROL.

COMPANY SHALL NOT BE LIABLE FOR, DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY, RESPONSIBILITY AND DAMAGES: DUE TO ANY BUYER/END USERS FAILURE TO COMPLY WITH THIS WARRANTY, INCLUDING IMPROPER INSTALLATION, USE OR OPERATION; USE WITH PRODUCTS FROM OTHER MANUFACTURERS THAT DO NOT MEET ASTM OR OTHER APPLICABLE PRODUCT STANDARDS; IMPROPER CONTROL OF SYSTEM HYDRAULICS, IMPROPER WINTERIZATION PROCEDURES, IMPROPER VOLTAGE SUPPLY, CONTACT WITH INCOMPATIBLE MATERIALS OR CHEMICALS, EXCAVATION/DIGGING, EXCESSIVE WEIGHT, AND VANDALISM; DUE TO REASONABLE WEAR AND TEAR AND DUE TO ANY ACTS OF NATURE, INCLUDING LIGHTNING, EARTHQUAKES, GROUND MOVEMENT, FROST HEAVE, OR FLOODS.

COMPANY EXTENDS ONLY THIS WARRANTY AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER IMPLIED OR OTHERWISE EXPRESSED, WHETHER ORAL, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR AFFIRMATIONS FOR SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AFFIRMATION BY COMPANY OR ANY OF ITS REPRESENTATIVES, BY WORDS, CONDUCT OR OTHERWISE, SHALL CONSTITUTE A WARRANTY. THIS WARRANTY MAY NOT BE TRANSFERRED, EXTENDED, ALTERED OR OTHERWISE MODIFIED IN ANY MANNER, EXCEPT BY WRITTEN AGREEMENT SIGNED BY COMPANY.

BY ITS ACCEPTANCE OF THE PRODUCTS, EACH BUYER/END USER EXPRESSLY WAIVES ALL OTHER LIABILITY OR OBLIGATION OF ANY KIND OR CHARACTER OF COMPANY, INCLUDING LIABILITY PREDICATED UPON CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE GROUNDS, AND ALL, IF ANY, DAMAGES AND LOSSES AS A RESULT THEREOF, INCLUDING ALL, IF ANY, COMPENSATORY, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. WITH RESPECT TO SUCH WAIVERS, EACH BUYER/END USER EXPLICITLY WAIVES CALIFORNIA CIVIL CODE 11542 WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY ADVERSELY AFFECTED HIS SETTLEMENT WITH DEBTOR” AND ALL OTHER SIMILAR STATUTORY, COMMON AND CASE LAW RIGHTS, DEFENSES AND LIMITATIONS.

Having previously independently inspected the Products, or a sample, as fully as desired, or having the opportunity to and having not done so, upon acceptance of delivery of the Products, and except as otherwise herein explicitly provided, each Buyer/End User by acceptance or use of the Products accepts them in their “AS IS” and “WITH ALL FAULTS” condition without any other warranty, expressed, implied or otherwise, and accepts and assumes the entire risk and cost of all servicing, remediation and consequences thereof. This Warranty shall be governed by California law and any unenforceable provisions severed without affecting the remaining provisions. As used herein, “including” includes “without limitation.”