



Blue Diamond Industries
Geothermal Polyethylene 50 Year Limited Warranty
Limitation of Remedy and Disclaimer of Warranty

Limitation of Remedy. For the first year after purchase, Buyer's sole and exclusive remedy for all valid claims arising out of the purchase of Blue Diamond Industries, LLC's ("Seller") geothermal pipe is replacement of the geothermal pipe only. For years two through fifty, Buyer's sole and exclusive remedy for all claims arising out of this purchase is replacement of the geothermal pipe at the then current price prorated by two percent per year from the date of purchase. "Replacement" means the material only and expressly excludes all labor. There shall be no warranty or remedy fifty-one years after the purchase date.

As a condition precedent to the above remedy Buyer must provide Seller with written notice of any claim and a sample of the allegedly defective pipe within 30 calendar days after the alleged defect is discovered.

Exclusion of Consequential Damages. Seller shall not be liable for any incidental or consequential damages in any way related to the goods or from a failure to deliver the goods by a specified date.

Seller shall not be liable for incidental or consequential damages even if Seller fails to replace defective product or the exclusive remedy in any way fails for its essential purpose.

DISCLAIMER OF WARRANTY. SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS AND NO WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS. SELLER MAKES NO WARRANTY ON PIPE NOT INSTALLED IN ACCORDANCE WITH APPROVED INDUSTRY PRACTICES, SPECIFICATIONS OR GUIDELINES. SELLER MAKES NO WARRANTY ON THE FUSION JOINING METHOD USED TO JOIN THE PIPE OR THE DESIGN OR INSTALLATION OF OTHER COMPONENTS OF THE SYSTEM. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. Seller neither assumes nor authorizes any person to assume for Seller any other liability in connection with the sale or use of the goods sold.

The purchase of these goods shall be deemed to have occurred in the Commonwealth of Kentucky and governed by the laws of the Commonwealth of Kentucky. Exclusive jurisdiction for any claims or disputes arising out of the purchase of the goods shall be in the Circuit Court, Fayette County, Lexington, Kentucky.

This Agreement constitutes the entire Agreement between Buyer and Seller with respect to the subject matter hereof, supersedes all prior or written representations and contracts and may be modified only by a written amendment signed by Seller and Buyer.