



ej

EJ  
301 Spring Street  
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# DURALAST® Detectable Warning Plates

## 10 Year Limited Warranty

DURALAST® Detectable Warning Plates manufactured by EJ shall have a warranty period of ten years for latent defects.



Tom Teske  
Vice President and General Manager

All sales by EJ USA, Inc. are subject to and governed by the EJ USA, Inc. Customer Terms and Conditions of Sale, which can be located at [r.ejco.com/ustc](http://r.ejco.com/ustc). Any additional or different terms proposed by buyer are unacceptable to and expressly rejected by EJ USA, Inc. EJ USA, Inc.'s performance under any purchase order issued by buyer is expressly limited to and conditioned upon buyer's acceptance of EJ USA, Inc.'s Customer Terms and Conditions of Sale exclusively.



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May 9, 2019

Dear Valued Customer

**SUBJECT: Warranty: Construction Castings**

Customer Terms and Conditions of Sale for EJ USA, Inc., can be viewed on our website at [r.ejco.com/ustc](http://r.ejco.com/ustc) and contains our general warranty information.

Section 6 of our Customer Terms and Conditions contains warranty information for our products:

**Warranties and Limited Remedies.** Unless otherwise set forth in the quotation, Seller warrants to Buyer only that, at the time of delivery, the goods will be free from defects in material and workmanship and will conform to any mutually agreed upon written specifications and/or drawings. If, however, Buyer's representative agrees, either orally or in writing, to a change in or waiver of a portion of the specifications for any shipment of goods, then such goods shall be considered conforming if they conform to the specifications as changed or with such waived portion excluded. The warranty period for the goods shall be as follows:

- a. For hydrants, valves, or detectable warning plates manufactured by Seller, the warranty period shall be ten years from the date of delivery.
- b. For aluminum hatches manufactured by Seller, the warranty period shall be five years from the date of delivery.
- c. For all other goods manufactured by Seller, the warranty period shall be one year from the date of delivery.

Buyer agrees to inspect all of the goods immediately upon receipt from Seller. In the event that Buyer believes that a good is non-conforming with the warranties specified herein, then Buyer will promptly notify Seller of the alleged defect in writing and provide to Seller as much information as is available to Buyer about the alleged non-conformity. If requested by Seller, Buyer will return to Seller all (or, if not feasible, a statistically significant sample) of the allegedly non-conforming goods and the assemblies into which such goods are incorporated, if applicable, together with any additional information or documentation reasonably requested by Seller, for the purpose of determining if the goods are non-conforming with the warranties specified herein.

If Seller determines that the goods are non-conforming, Seller's sole liability to Buyer and Buyer's SOLE AND EXCLUSIVE REMEDY under this warranty (whether or not the non-conforming goods have been installed and must be the subject of a recall, customer satisfaction or other service campaign or similar action) is limited to the repair or replacement of the non-conforming goods only; provided, however, that written notice that the goods are potentially non-conforming must be given by Buyer to Seller within five (5) days after the delivery of the goods to Buyer or, if Buyer's inspection of the goods could not have uncovered the potential non-conformance, within thirty (30) days after Buyer knew or reasonably should have known that the goods were potentially non-conforming, including, but not limited to, through information received from Buyer's direct or indirect customer or any other third party. For clarity, Seller shall not be responsible for the expense of locating or removing the non-conforming goods or re-installing any repaired or replacement goods. Except as stated herein, Buyer shall not have any right of rejection or revocation of acceptance of goods.

SPECIFICALLY EXCLUDED FROM THIS PARAGRAPH AND ANY WARRANTY ARE THE FOLLOWING, FOR WHICH SELLER SHALL HAVE NO LIABILITY WHATSOEVER: (i) Design defects in the goods, to the extent that the goods are designed, in whole or in part, by Buyer or a third party; (ii) defects or damage caused by unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), storage, handling or operation of the goods by Buyer or any third party; (iii) goods considered by Seller to be

samples, prototype, development or pre-production, which are provided on an "AS IS" basis only; (iv) goods sold by Seller but manufactured by a different entity, which are sold by Seller on an "AS IS" basis, provided, however, that Seller assigns to Buyer any warranties provided by the manufacturers of such goods, to the extent that they are assignable; (v) any product, system, or assembly not manufactured or sold by Seller and/or the integration, incorporation, interaction, connection, placement, or use of the goods in or with any such product, system, or assembly, (vi) goods that have been subject to damage attributable to or caused by: (a) misuse, abuse, or vandalism or any transit related damage; (b) acts of God or insurrection; (c) normal wear and tear; (d) or any other acts that are beyond Seller's reasonable control.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT, AND BUYER IS SOLELY RESPONSIBLE FOR THE SELECTION OF THE GOODS AND DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER.

Sincerely,

EJ USA, Inc.



Tom Teske  
Vice President and General Manager