

LIMITED LIFETIME WARRANTY

Thank you for choosing the simple solution to sink installation – Simple Drain! The Crushproof Tubing Co. (“CTC”) expressly warrants to the original end-use purchaser that, for the period set forth below, the Simple Drain (“Product”) will be reasonably free of defects in materials and workmanship. This Limited Warranty only applies to Products sold by CTC and its authorized retailers, and Products which are used, stored, handled, and installed in the manner recommended by CTC. This Limited Warranty applies to the following Product components, for the following duration, starting from the date of purchase: twenty (20) years for the Product’s rubber hose, threaded fitting, and waste adapter. All warranties of any nature are limited by the aforementioned time period, and no warranty shall extend beyond twenty (20) years from the date of purchase.

CTC warrants to you, the original owner of the Product, that if the Product does not withstand ordinary wear and tear by the elements or remain free from manufacturing defects that adversely affect its performance, CTC will provide you with the exclusive remedy set for below, for a period of twenty (20) years. The warranty is not transferable, and it starts on the date of purchase and lasts for twenty (20) years.

A. Who is Covered?

This Limited Warranty is only available to original end-use purchasers who purchased the Product from CTC or its authorized retailers.

B. What is Covered?

This Limited Warranty only covers defects in materials and workmanship of the Product’s rubber hose, threaded fitting, and waste adapter components. A defect for the purposes of this Limited Warranty shall mean that the Product has a defect in material or workmanship with respect to the aforementioned components such that the Product substantially fails to perform when put to normal use.

C. Commencement of Coverage

This Limited Warranty applies as of the date of purchase, as indicated on the purchaser’s invoice received at the time of the first purchase of the Product from CTC or authorized retailers of the Product (the “Purchase Date”).

D. Remedy

If the Product is found to have defects in material and/or workmanship as covered by this Limited Warranty, at CTC’s sole discretion, within a reasonable amount of time after the conclusion of the investigation of the warranty claim, CTC will supply replacement parts to

remedy the defect or provide a replacement Product of like kind. Labor is not included. Any repaired or replaced Product will continue to be covered by this Limited Warranty for the remaining original length of coverage starting from the Purchase Date.

E. How to Make a Limited Warranty Claim

Should a problem be experienced with a Product within the coverage period provided by this Limited Warranty, and subject to the terms, conditions, and limitations of this Limited Warranty, please contact the CTC Customer Service Department at [REDACTED]. You must provide your name and address, a description of the Product(s) involved, and the nature of the defect, along with the purchase documentation received from CTC or an authorized retailer at the time of purchase.

F. Limitations/Disclaimer of Warranties/Limitation of Liability

CTC's Products must be stored, handled, installed, used, and maintained in accordance with all instructions provided by CTC, and this Limited Warranty is conditioned upon compliance with all such instructions, which are available from CTC and its authorized retailers. This Limited Warranty does not cover defects caused by:

1. non-compliance with CTC's instructions;
2. failures due to exposure to physical abuse, chemical abuse (e.g., unusually harsh cleansers and solvents), thermal abuse or shock (e.g., excessive heat or cold), or misuse;
3. installation in a corrosive environment;
4. improper storage, installation, handling, and/or use of the Product;
5. damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
6. unreasonable or unintended use of Product;
7. products installed with known or visible manufacturing defects at the time of installation;
8. minor conditions such as stains, scratches, etc.;
9. dissatisfaction with appearance of a Product.

Any information or suggestion by CTC with respect to the Products concerning applications, specifications, or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY CTC IN CONNECTION WITH THE PRODUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, CTC DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO A PRODUCT, AND DISCLAIMS ALL WARRANTIES OTHER THAN SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY CTC ARE SOLD ONLY

TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY CTC IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, CTC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. CTC'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT, OR AT THE OPTION OF CTC, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCT OR SUBSTANCES.

No claim of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product(s) in respect to which damages are claimed. IN NO EVENT SHALL CTC BE LIABLE TO A PURCHASER OR ANYONE ELSE IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF A PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY WITH RESPECT THERETO.

G. Contact

Any questions concerning this Limited Warranty should be addressed to:

The Crushproof Tubing Co.
Address: 100 North St, McComb, Ohio 45858
Attention: J. Todd Grayson
Phone: 800-654-6858
Website address: simplifiedrain.com