

# DoubleTrac® Stainless Steel Double Containment Piping Manual for Aboveground, Underground, and Marina Applications

## Important Information Follow All Instructions

### SECTION 23.0 – LIMITED WARRANTY- Aboveground and Marina

PRODUCT	LENGTH OF WARRANTY
DoubleTrac® petroleum pipe & fittings	15 years

Omega Flex, Inc. warrants to the purchaser of the DoubleTrac® piping system that the products listed above (the “Product”) when installed in above ground applications or on fixed or floating docks will be free from defects in material or workmanship for period stated above, as measured from the date of shipment from the Omega Flex facility. This excludes DoubleTrac® dock connectors and entry fittings which are covered under a separate warranty.

If upon examination, the Product is shown to have a defect in material or workmanship during the warranty period, Omega Flex, Inc. will, at its option, either repair or replace that part of the Product which is shown to be defective, or issue a credit for the amount of the defective product that may be applied to future orders of the Product.

#### **This limited warranty does not apply:**

- If the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, or has been altered or modified in any way.
- If the Product has been repaired by anyone who is not a DoubleTrac® authorized service representative.
- If the Product has not been installed in accordance with the DoubleTrac® installation guidelines.
- If the Product has been installed with unauthorized third party components, except those components that are recommended for use with DoubleTrac® in the DoubleTrac® installation guide.
- To any costs or expenses incurred during investigation, removal or reinstallation of the defective Product, including without limitation any costs or expenses for clean-up, downtime, or lost profits.
- To any damage or impairment of the Product caused by any casualty, including without limitation fires, storms, floods, earthquakes, or acts of God.
- To any workmanship of the installer of the Product.

#### **This limited warranty is conditional upon:**

- Receipt of a written warranty claim during the applicable warranty period.
- Installment of the Product by an individual who has received factory authorized training on the installation and proper use of DoubleTrac®.
- All site and warranty registration forms are completed and received by Omega Flex, Inc. within 30 days of installation.
- All piping and connections are installed with an approved leak detection device in each tank and dispenser sump.
- A sump inspection log or EPA checklist is maintained and provided to Omega Flex, Inc. on request.
- Omega Flex, Inc. receives notice of warranty claim within 24 hours of any known or suspected failure of the Product.

Product can only be returned with prior written approval from Omega Flex, Inc. All returns must be freight prepaid. Omega Flex, Inc. will inspect the alleged defective part, and provide the customer with the results of that inspection whether or not in the reasonable opinion of Omega Flex, Inc., that there exists a defect in material or workmanship. Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the original stated warranty period.

#### **IMPORTANT**

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL OMEGA FLEX INC. BE LIABLE IN ANY WAY FOR (A) ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, AND WHETHER OR NOT OMEGA FLEX INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE.