



NOTICE OF RETROACTIVE EXTENSION OF LIMITED WARRANTY

Pipe certified to the standards of the American Water Works Association (AWWA) for water distribution, transmission and force sewer mains including C900, C905, C909, C901 and C906 products manufactured by JM Eagle™ (hereinafter “Products”)* are now backed by our unprecedented fifty (50) year limited warranty. (See www.jmeagle.com for full details). JM Eagle™ is proud to announce that it is so confident in the quality of its products, that effective April 1, 2010, it will retroactively extend similar warranty protection for Product manufacturing defect failures. For any Products manufactured by JM Eagle™ and purchased from JM Eagle™ since December 1, 1982, JM Eagle™ will retroactively extend fifty (50) year warranty protection for any manufacturing defect that causes failure on or after April 1, 2010. As set forth in detail below, to be eligible for this retroactive extension, the Products need only have been manufactured by JM Eagle™, contain the original stencil markings, have been purchased since December 1, 1982, and failed on or after April 1, 2010. The fifty (50) year retroactive extended warranty will begin to run on the date of invoice for purchase from JM Eagle™ and will expire fifty (50) years from that date.

EXTENDED RETROACTIVE LIMITED WARRANTY

1. PERIODS AND SCOPE OF COVERAGE

JM Eagle™ warrants through this retroactive extension of Limited Warranty that its pipe products certified to the standards of the American Water Works Association for water distribution, transmission and force sewer mains including C900, C905, C909, C901 and C906 products manufactured by JM Eagle™ (each a “Product” and collectively, the “Products”)* were manufactured in accordance with any of the following AWWA, ASTM, ANSI/NSF, and UL standards then in existence as follows: (1) AWWA C900 and ASTM 1784 cell class 12454; Gaskets meet ASTM F477; Joints meet ASTM D3139; ANSI/NSF-61, UL 1285 for the C900, (2) AWWA C905 and ASTM 1784 cell class 12454; Gaskets meet ASTM F477; Joints meet ASTM D3139; ANSI/NSF-61, UL 1285 for C905, (3) AWWAC909 and UL 1285; Gaskets meet ASTM F477; Joints meet ASTM D3139 for C909 and (4) AWWA C901/906, ASTM D2239, ASTM D2737, ASTM D3035, F714, cell class per ASTM D3350, PPI listed material (TR-4) PE3408/3608 & PE4710, ASNI/NSF-14 for C901 and C906. JM Eagle™ warrants that each of these Products manufactured by JM Eagle™ left our plant free from defects in workmanship and materials. These Products as manufactured by JM Eagle™ are retroactively backed by our extended, unprecedented fifty (50) year Limited Warranty. This Limited Warranty provides that Products manufactured by JM Eagle™ met the applicable then-existing quality standards stated above and that are published by the AWWA, ASTM International (ASTM), American National Standards Institute/ NSF International (ANSI/NSF) and Underwriters Laboratories (UL).

If any Product fails after April 1, 2010 and is determined within fifty (50) years from the date of invoice by JM Eagle™ to be defective because it failed to meet the above stated standards, JM Eagle™ will then provide replacement product of the same type, size and quantity of the product and costs related to this replacement** or issue credits, offsets or a combination thereof for the wholesale purchase price of the defective product.

2. EXCLUSIONS FROM COVERAGE AND EXCLUSIVE REMEDY:

Products manufactured by JM Eagle™ are marked with JM Eagle, PW Eagle or US Poly stencil markings. This limited warranty excludes any Product not manufactured by JM Eagle™, even if it is sold by JM Eagle™, and also excludes defects or failures caused after shipment by:

- improper installation (including, without limitation, misalignment),
- use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants),
- contact with aggressive chemical agents, freezing or overheating of liquids in the Product, or unusual pressure surges or pulsation,
- vibration,
- temperature shocking,
- U.V. degradation,
- failure to adhere to JM Eagle™’s instructions concerning the proper handling, installation, testing and use of the Product,
- failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards, or
- any other improper activities not listed above or damage caused by the fault or negligence of anyone other than JM Eagle™.



THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND JM EAGLE™ SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING JM EAGLE™'S ACTUAL KNOWLEDGE OF THE PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY JM EAGLE™ CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION OR PROVISION OF THE PRODUCTS. NO STATEMENT, CONDUCT OR DESCRIPTION BY JM EAGLE™ OR ITS REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

BUYER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF JM EAGLE™ IN RESPECT OF ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE, (1) THE REPLACEMENT OF THE SAME TYPE, SIZE AND LIKE QUANTITY OF NON-DEFECTIVE PRODUCT, AT THE ORIGINAL POINT OF DELIVERY, AND COSTS DIRECTLY RELATED TO THIS REPLACEMENT***, OR (2) CREDITS, OFFSETS, OR A COMBINATION THEREOF, FOR THE WHOLESALE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. IN NO EVENT SHALL JM EAGLE™ BE LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES.

3. REQUIREMENTS FOR MAKING CLAIMS:

Every claim for breach under this warranty shall be void unless it is made in writing to JM Eagle™ and postmarked **within five business (5) days** of the date the defect was discovered or in the exercise of ordinary care should have been discovered and, in any event, the claim must also be made within fifty (50) years of the date of the JM Eagle™ invoice. As noted above, Products manufactured by JM Eagle™ are marked with JM Eagle™, PW Eagle or US Poly stencils. This limited warranty excludes any Product not manufactured by JM Eagle™, even if it is sold by JM Eagle™.

Any claim for breach of warranty must be sent to:

Product Assurance Department
JM Eagle
5200 W. Century Boulevard
Los Angeles, CA, 90045

For questions regarding claims, the Product Assurance Department may be also contacted at 1-800-621-4404 or JMWebSupport1@jmeagle.com.

No claim under this limited warranty will be valid unless (1) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail is presented to the satisfaction of JM Eagle™, (2) written permission and/or a Return Goods Authorization (RGA) is obtained from JM Eagle™, (3) JM Eagle™ is given a meaningful and reasonable opportunity to inspect the allegedly defective Product and its installation at the site and (4) at JM Eagle™'s request, representative samples of the allegedly defective Product are returned to JM Eagle™ in accordance with JM Eagle™'s instructions.

* Products covered by this Limited Warranty include similar PW Eagle and US Poly products manufactured by JM Eagle after July 1, 2007.

** JM Eagle's Conroe Texas plant in the process of obtaining ISO 9001 certification. The other plants are already certified to ISO 9001.

*** Replacement costs shall be reasonable and based on industry standard cost parameters such as those listed in the RS Means Assemblies Cost Data Book.