

CULWELL® FLANGE LIMITED LIFETIME WARRANTY

Culnat, LLC (“Culnat”) warrants to the original purchaser (“Buyer”) of the Culwell® (the “Product”) that the Product will be free from defects in material and workmanship under normal usage and service for the lifetime of the Culwell® Flange in which it was originally installed. If the Product is found by Culnat to be defective, Culnat will replace the Product without charge to Buyer subject to the “Limitation of Liability” below. This remedy shall be effective only if the Product: 1) was installed in accordance with supplied instructions and in accordance with all applicable plumbing codes and legal requirements; 2) has not been subjected to misuse or abuse; 3) was at all times used in a manner consistent with its intended use in installations and environments acceptable to its material and design specifications; and 4) was never modified, altered or repaired by anyone other than Culnat.

Culnat reserves the right to modify, alter or improve the Product at any time without incurring an obligation to notify or modify, alter, improve or replace any Product previously sold. If, on any occasion, Culnat waives any term or condition of this Limited Lifetime Warranty, this waiver is not to be construed as a continuing waiver.

Notice of any warranty claim or request for warranty service should be sent to Seller at the following address:

Culnat, LLC

120 E Bell Ave

Rockdale, TX 76567

855-285-9355 | services@culnat.com

LIMITATION OF LIABILITY. CULNAT’S LIABILITY SHALL BE LIMITED TO REPLACING THE PRODUCT IF CULNAT FINDS IT TO BE DEFECTIVE. IN ORDER TO MAKE THIS DETERMINATION, CULNAT MAY REQUIRE THE BUYER TO SEND THE ALLEGEDLY DEFECTIVE PRODUCT TO CULNAT AS PART OF THE WARRANTY CLAIM PROCEDURE. THIS LIMITED LIFETIME WARRANTY DOES NOT COVER THE COSTS OF ANY OTHER PARTS, MATERIALS OR LABOR TO REMOVE, INSPECT OR RETURN THE ALLEGEDLY DEFECTIVE PRODUCT, OR THE COSTS OF OTHER PARTS, MATERIALS OR LABOR TO INSTALL THE REPAIRED OR REPLACEMENT PRODUCT.

DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL CULNAT BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR THIS LIMITED LIFETIME WARRANTY, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON CULNAT HEREUNDER OR IN CONNECTION HERewith. AS USED HEREIN, “CONSEQUENTIAL DAMAGES” SHALL INCLUDE WITHOUT LIMITATION PERSONAL INJURY, LOSS OF USE, LOST INCOME OR PROFITS, AND THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH MAY BE DAMAGED. BUYER SHALL INDEMNIFY CULNAT AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY CULNAT ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

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