

## RING INDUSTRIAL GROUP, LP FIVE YEAR LIMITED WARRANTY NORTH CAROLINA

## PERFORMANCE WARRANTY IN ACCORDANCE WITH 15A NCAC 18A.1969

RING Industrial Group ("RING") hereby extends the following FIVE (5) YEAR Limited Warranty to the original purchaser of a new **EZ** flow drainfield system installed by an authorized **EZ** flow installer. The **EZ** flow drainfield system is warranted to be free from defects in material and workmanship under normal use, subject to the terms and conditions herein. This Limited Warranty applies only to those **EZ**flow brand drainfield systems whose trench length modification has a trench feet reduction of greater than 25% and less than or equal to 35% as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina.

### WARRANTY ELIGIBILITY:

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty have been met. The terms of this Limited Warranty shall extend to the original purchaser/homeowner and to each subsequent owner of the home during the term of this Limited Warranty. This Limited Warranty covers only the performance of the EZflow drainfield system as manufactured and installed in accordance with the manufacturer's design specifications and applicable state rules and regulations.

#### OWNER'S OBLIGATIONS AND MAINTENANCE

- 1. The system owner must retain evidence that septic tank solids (digested sludge) have been properly removed once every thirty-six (36)
- 2. The system owner must not landscape over the **EZ**flow drainfield system with trees or shrubbery nor erect any structures or place heavy items over the drainfield.
- 3. The system owner must retain this Limited Warranty signed by an authorized **EZ** flow drainfield system installer and a properly issued Operation Permit.

#### WHAT IS WARRANTED AND FOR HOW LONG:

The **EZ**flow prefabricated drainfield system is warranted for FIVE (5) YEARS from the date installation of the system is completed, to be free from defects in material or workmanship. During the warranty period, RING shall, at its option, repair or replace any defective system components at no charge for labor or materials. REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. Any replacement or repair parts are warranted for the remainder of the warranty period or ninety (90) days, whichever is longer. Under this Limited Warranty, RING will provide only for replacement and installation of defective EZflow drainfield system parts. Owner shall be responsible for any other costs, including but not limited to re-sodding and any permits required for installation.

## WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

- 1. The septic tank, filters, effluent distribution box(es) or other system components.
- 2. Improper design or installation, including but not limited to repairs/replacements necessitated due to improper or inaccurate soils analysis, the use of incorrect application rates or inadequate sizing criteria.
- 3. Landscaping or re-sodding costs.
- 4. Repair work performed without RING authorization.
- 5. Damage caused by unauthorized or improper attachment, alterations or modifications, including but not limited to the use of geotextiles or plastic pipe.

- 6. Damage caused by flood, earthquake or other natural disaster.
  7. Damage or failure due to improper intenance or lack of proper maintenance.
  8. Failure due to excessive water usage, improper grease disposal or other excessive or improper. r use
- 9. Failure caused by placing structures or plant material over the drainfield or by stresses or vehicular traffic greater than that prescribed in the installation or operation instructions.

## CONDITIONS OF LIMITED WARRANTY:

- Now drainfield system is performed according to the 1. The design and installation of the es and regulations of the North Carolina Department of Environment and Natural ources and the Commission for Health Services.
- 2. The **EZ**flow drainfield system is subject to use permitted by applicable state or local rules and regulations for on-site wastewater systems...
- 3. Installation of the **EZ**flow drainfield system is performed only by an authorized **EZ**flow installer.

### NOTICE OF WARRANTY CLAIM:

To obtain warranty service under this Limited Warranty, the system owner must notify RING within ninety (90) days after discovery of any defect and obtain an authorization number for investigation, repair, or replacement service. Notice should be sent to: RING Industrial Group, LP, 65 Industrial Park, Oakland, TN 38060, Toll Free Phone: 1-800-649-0253. RING will not pay for any costs, repairs, or replacements for which prior authorization has not been obtained.

# DISCLAIMER OF AND LIMITATION ON WARRANTIES:

OTHER THAN THE EXCLUSIVE WARRANTY SPECIFICALLY SET FORTH HEREIN, NO OTHER EXPRESS OR IMPLIED WARRAN-TIES HAVE BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF RING. RING HEREBY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND DO NOT INCLUDE INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, INCON-VENIENCE, OR LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER DIRECT OR INDIRECT, WHETHER ARISING IN CONTRACT OR IN TORT.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. FEDERAL OR STATE LAW MAY GIVE YOU CERTAIN OTHER RIGHTS THAT ARE NOT CONTAINED HEREIN.

Print Purchaser/Homeowner Name