

Limited Warranty

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE LIMITED WARRANTY CAN BE FOUND ONLINE AT WWW.NCPINDUSTRIES.COM. THE PRODUCT MUST BE REGISTERED WITHIN 30 DAYS OF PURCHASE TO QUALIFY FOR A WARRANTY. (see registration information below) WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPLACEMENT OR REFUND AS DESCRIBED IN THIS WARRANTY STATEMENT.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What does this warranty cover?

This limited warranty covers defects in materials and workmanship of the HANDI PIER® (the "product") for the Warranty Period defined below. Only one warranty claim is allowed per product.

Who may use this warranty?

NCP Industries, located at 3607 E. Hwy 34, Norfolk, NE 68701 ("we") extends this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

What does this warranty not cover?

This limited warranty does not cover cosmetic issues (such as weathering, pitting, or chipping) or general maintenance issues (such as adjusting the rods or setting the rod caps) nor does it cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions; (e) modifications; (f) normal wear and tear; or (g) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

We are not responsible for failure due to (1) related parts supplied by others, (2) unsound soils, or (3) special conditions that require additional measures beyond those typically required by the local building code. Such special conditions could include soil-bearing strengths below 1500 psf, hydric soils, uncompacted or fill soils, contaminated soils, peats, highly expansive or improperly drained soils, structures with asymmetric, overturning or dynamic loads, sites with steep slopes or sliding or shifting soils, sites with historic evidence of conventional foundation failure or sites in frost zones exceeding those published per specific pier application.

What is the period of coverage?

This limited warranty lasts for the lifetime of the original, unmodified structure supported by the product. The Warranty Period is not extended if we replace the product.

What are your remedies under this warranty?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either (a) replace such product free of charge or (b) refund the purchase price of such product.

How do you obtain warranty service?

To obtain warranty service, you must call 888-379-2210 or email our Customer Service Department at info@ncpindustries.com during the Warranty Period to obtain a claim number. No warranty service will be provided without a claim number.

What other requirements apply to a Warranty Claim?

To make a warranty claim, the following requirements must be satisfied:

- The project where the product is installed must be registered with us within thirty (30) days of project completion. (see Warranty Registration Information online at www.NCPIndustries.com.)
- The product must be installed in Normal Soil Conditions according to the HANDI PIER® Installation Manual, and used in compliance with the design criteria and other product specifications. We reserve the right to inspect the project to confirm the proper installation of the product and compliance with the terms of this limited warranty.
- We must be notified of a claim for apparent defects prior to installation, and all claims for defects (apparent or otherwise) must be made within thirty (30) days of you becoming aware of such defects.
- The project must be approved, built, and inspected in compliance with local building codes.

Limitation of liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.