

THE NEVERLEAK COMPANY, LP

Neva-Calk™, Super Neo-Poly™ & Multi-Fit™ Pipe Flashings

TWENTY YEAR

LIMITED PRODUCT WARRANTY

The Neverleak Company, LP (“Neverleak”), warrants to the purchaser that, subject to the terms, conditions, and limitations stated herein, Neverleak will replace any NEVA-CALK™, SUPER NEO-POLY™ or MULTI-FIT™ Flashings with premium collar that prove to be defective within twenty (20) years from the date of purchase.

TERMS, CONDITIONS & LIMITATIONS

1. Purchaser shall give Neverleak written notice within thirty (30) days of discovery of any defect. Notice shall set forth the date of installation, tracking data imprinted on the product, the nature of the defect and shall request a return authorization for warranty evaluation.
2. Upon receipt of Neverleak’s return authorization, purchaser shall send the product, shipping prepaid and insured, to Neverleak for warranty evaluation.
3. If, upon Neverleak’s inspection, Neverleak determines that the product is defective in material or workmanship, Neverleak’s sole responsibility shall be to replace the defective NEVA-CALK™, SUPER NEO-POLY™, or MULTI-FIT™ Flashing with premium collar at no cost to Customer. Neverleak is not responsible for the cost of removing the defective product, installing a replacement, or property damage.
4. This warranty does not cover:
 - a) Damage caused by natural disaster, such as flood or earthquake, Act of God or an intentional or negligent act.
 - b) Modification to the product including multiple penetrations or improper sizing.
 - c) Application outside normal parameters:
 - i). Temperatures lower than -65 degrees or higher than 180 degrees Fahrenheit.
 - ii). Use of petroleum based adhesives, sealing compounds, solvents, corrosives, or paints on all collars or on the base of the Super Neo-Poly™ Flashing.
5. Neverleak’s failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

NO OTHER EXPRESSED OR IMPLIED WARRANTY HAS BEEN MADE ON BEHALF OF NEVERLEAK WITH RESPECT TO THE THREE (3) PRODUCTS. NEVERLEAK SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE, INCONVENIENCE, OR LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY WHETHER DIRECT OR INDIRECT, ARISING IN CONTRACT OR TORT.

No agent, representative or employee of Neverleak has authority to make any representations or promises except as noted herein.

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. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.