

3-YEAR LIMITED WARRANTY

1. **Composite Access Products, L.P. (hereinafter "CAP")** warrants that the **CAP ONE, CAP STONE, CAP RF. and other composite cover and frame assemblies manufactured by CAP** described in this warranty are free from defects in workmanship and materials for a period of three years.
2. The products covered by this warranty consist of composite manhole covers and frame assemblies. The products are marketed and sold under the following names: **CAP ONE, CAP STONE, CAP RF. and other composite cover and frame assemblies manufactured by CAP (hereinafter "product")**. The product is manufactured with high-speed, high pressure, compression molding. The product is also traffic-rated and is available with locking systems. A person that purchases product covered by this warranty will be referred to as a "purchaser" in this Limited Warranty.
3. This warranty is valid only in the United States and Canada. This warranty is valid if the product has been installed in strict accordance with the Installation Guide and Maintenance Instructions.
4. This limited warranty does not apply to any cosmetic damage, failure or defect caused by misuse, accidental damage, abnormal or unusually heavy use, neglect, abuse, alteration, improper installation, unauthorized repair or modification, improper testing, or causes external to the product such as natural disasters, which includes, but is not limited to: fire, lightning, hurricanes, tornados, floods or earthquakes. CAP makes no warranty with respect to compatibility with other hardware or components introduced after the time of purchase, or products or accessories not manufactured by CAP. This warranty also does not cover product that is the incorrect size due to errors made by the purchaser. The warranty does not cover stolen product. CAP shall not be responsible for conformity with any standards, codes or regulations which apply to the purchaser's application or use of the product. CAP shall not be responsible for failure to use a locking system when required, failure to use a locking system when the product comes with a locking system, improper use of locking system, improper selection of product that does not meet specifications, code or intended use, or for improperly selecting product without a locking system when a locking system was required.
5. **FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON THIS PRODUCT, OR ANY CLAIMS RESULTING FROM THE PURCHASE, INSTALLATION AND USE OF THE PRODUCT, THE PURCHASER IS LIMITED TO THE FOLLOWING DAMAGES: CAP SHALL NOT BE LIABLE FOR COLLATERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES BEYOND THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS UNDER THE TERMS OF THIS WARRANTY. THIS WARRANTY EXCLUDES INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES. SUCH COLLATERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES INCLUDING, BUT ARE NOT LIMITED TO, DAMAGE TO OR LOSS OF PROPERTY OTHER THAN THE PRODUCT COVERED BY THIS WARRANTY, LABOR EXPENSES OR LOST PROFITS, FLOODING RELATED DAMAGES, ENGINEERING, ARCHITECTURAL OR OTHER PROFESSIONAL FEES INCURRED BY PURCHASER, TORT CLAIMS, PERSONAL INJURY CLAIMS, DAMAGES FOR DISPOSAL OR STORAGE FEES, FEES INCURRED DUE TO ENVIRONMENTAL CLEAN UP, OR ANY COLLATERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHETHER OR NOT FORESEEABLE, AND ANY DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.**
6. This warranty extends exclusively to the original purchaser of the warranted product, and subsequent purchasers are not covered by this warranty Agreement.
7. In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product while in the possession of the purchaser, CAP will remedy the failure or defect without charge to the purchaser within ninety (90) days if a proper warranty claim is made. The warranty claim must be submitted as described in Paragraph 10 below. Upon submission of a warranty claim, CAP shall have sixty (60) days to evaluate the purchaser's warranty claim and inspect the product that is the subject of the warranty claim. The right of inspection includes the right to examine the product at the location where the product was used or installed. The purchaser shall assist in the evaluation of the warranty claim by submitting information as requested by CAP and by providing photographs if needed. If the warranty claim is proper, CAP shall remedy the claim. The remedy will consist of repair or replacement of the product, or refund of the purchase price, at CAP's option. However, CAP will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable or cannot be made within the time for performance, or unless the purchaser is willing to accept a refund. Any product repaired or replaced under this warranty will remain under warranty until the end of the original warranty period described above or for sixty (60) days from the date repair or replacement, whichever is longer.
8. If this product or one of its component parts contains a defect or malfunction, after a reasonable number of attempts by CAP to remedy the defect or malfunction, the purchaser is entitled to either a refund or replacement of the product or its component part or parts, at the election of the purchaser. Replacement of a component part includes its free shipping.
9. The term of this warranty begins on the purchase date set forth on the CAP invoice for purchase. For purchasers that purchase from an authorized CAP dealer, the limited warranty commences from the date of invoice from an authorized CAP dealer. Purchasers that purchase from surplus, auction, re-sale or third-party vendors are not eligible for warranty coverage, limited or otherwise.
10. To obtain performance of any obligation under this warranty, the purchaser shall submit a written warranty claim via the following methods:
 - a. Send a letter addressed to
Composite Access Products, L.P.,
Attention: Warranties
5216 N. 26th Street,
McAllen, Texas 78504
 - b. The letter must briefly state the nature of the claim, which includes the problem the Purchaser is having and who CAP can contact to discuss the issue. The letter must also include a copy of the invoice for the product subject to this warranty.
11. In the event of any controversy or claim arising out of or relating to the product covered by this warranty, the parties hereto shall first attempt to settle the dispute by holding a mediation conference in Hidalgo County, Texas. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association its Arbitration Rules. The place of arbitration shall be held in McAllen, Texas. Texas law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
12. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This is an express warranty and extinguishes any implied warranty rights unless such rights cannot be waived due to operation of law.