



Property Owner

INFILTRATOR WATER TECHNOLOGIES, LLC ("Infiltrator")  
INFILTRATOR® ENHANCED LIMITED WARRANTY FOR COMBINED INFILTRATOR SEPTIC PRODUCTS

LIMITED EIGHT YEAR WARRANTY

NOTE: TO PARTICIPATE IN THIS ENHANCED LIMITED WARRANTY PROGRAM  
THE HOMEOWNER MUST COMPLY WITH EACH PROGRAM REQUIREMENT AND EXECUTE  
AN OPERATION AND MANAGEMENT AGREEMENT WITH A CERTIFIED INFILTRATOR PROVIDER

County/City of \_\_\_\_\_ Sewage Disposal System Construction Permit ID # \_\_\_\_\_

Tax Map # \_\_\_\_\_ or Property Description \_\_\_\_\_

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

- (a) This enhanced limited warranty is extended to end users of a new septic system which incorporates Quick4 Chamber or EZflow Drainfield Systems, IM-Series Tanks, and/or Aquaworx IPC Pump Controller products manufactured by Infiltrator Water Technologies, LLC (the "Company"), when installed on a single residential system designed by an Enhanced Certified Designer, installed by an Enhanced Certified Installer and maintained by an Enhanced Certified Operation and Management ("O&M") provider. To qualify for participation in this program the septic system in question must be (i) registered with the Company (ii) installed and operated in accordance with the Company's installation and operation manuals, current regulations of the state of New Jersey pursuant to all necessary building permits; (iii) in compliance in all respects with the Company's Enhanced Warranty Design Protocol; and (iv) maintained pursuant to an O & M Agreement which satisfies the Company's minimum standards for an Enhanced Warranty O & M Program. The Company's Enhanced Warranty Design Protocol and Enhanced Warranty O & M Program Minimum Standards are available upon request from the Company. The Company manufactured components of a septic system which meets each of the forgoing qualifications is warranted by the Company for a period of eight (8) years from the date of installation (i) to be free from defective materials and workmanship; and (ii) to perform in accordance with the state performance requirements in effect on the date of installation.
- (b) SYSTEM FAILURES DETERMINED TO BE DUE TO EXCESSIVE WATER USAGE, IMPROPER SITING, WATER TABLE ISSUES, SURFACE AND/OR SUBSURFACE WATER RUNOFF, INACCURATE SOIL CLASSIFICATION, IMPROPER SYSTEM DESIGN, IMPROPER SYSTEM SIZING, IMPROPER FILL NOT MEETING SPECIFICATIONS, INSUFFICIENT GROUND COVER, THE PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, FAILURE TO USE COMPANY MANUFACTURED COMPONENTS, ALTERATION OF THE DRAIN FIELD, TRAFFIC OVER THE DRAIN FIELD, HOMEOWNER ABUSE, IMPROPER GREASE DISPOSAL AND EXCESSIVE USE OF CHEMICALS AND/OR MEDICINE AND ALL OTHER ISSUES OUTSIDE THE CONTROL OF THE COMPANY ARE NOT COVERED BY THIS ENHANCED LIMITED WARRANTY.
- (c) The Company will, at its options (i) repair the defective products or (ii) replace the defective products. The Company will pay to repair the system up to the maximum amount of the original system installation costs. The Company will not be responsible for design fees, permit fees, new fill, pumps or any other necessary mechanical devices needed to extend the system,
- (d) In order to exercise its warranty rights, you must notify Infiltrator in writing at its corporate headquarters in Old Saybrook, Connecticut within fifteen (15) days of the alleged defect AND prior to any repair work (excluding pumping) is started.

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- (e) THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED IN SUBPARAGRAPH (c) ABOVE. INFILTRATOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SYSTEM OWNER. THIS WARRANTY GIVES THE SYSTEM OWNER SPECIFIC LEGAL RIGHTS AND MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN PARAGRAPHS (a) and (b).
- (f) THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY INFILTRATOR AND SUPERSEDES ANY PRIOR, CONTRARY, ADDITIONAL, OR SUBSEQUENT REPRESENTATIONS, WHETHER ORAL OR WRITTEN. INFILTRATOR DISCLAIMS AND EXCLUDES TO THE GREATEST EXTENT ALLOWED BY LAW ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO PERSON (INCLUDING ANY EMPLOYEE, AGENT, DEALER, OR REPRESENTATIVE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THIS PRODUCT, EXCEPT TO REFER YOU TO THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE, BUT ONLY A WARRANTY TO REPAIR OR REPLACE.
- (g) THIS LIMITED WARRANTY MAY BE ASSIGNED TO A SUBSEQUENT PURCHASER OF THE PROPERTY.
- (h) No representative of Infiltrator has the authority to change this Limited Warranty in any manner whatsoever, or to extend this Limited Warranty.

#### Acknowledgment

I/We acknowledge that I have read this Infiltrator Enhanced Limited Warranty for Combined Infiltrator Septic Products and that I understand its terms. I also understand that there is no warranty if I do not comply with all of the above conditions. I acknowledge to the Company that this warranty is part of my original agreement to purchase the septic systems and that the warranty and its limitations were provided to me at the time of purchase. I further acknowledge that a copy of the "Do's and Don'ts" for septic systems has been given to me and I have reviewed it with the O&M provider.

