



SALES TERMS & CONDITIONS

RE PipeSeal, LLC is the sole licensed, exclusive contracted manufacturer and distributor of Obduramus Circum-Mini products made in and manufactured for North America.

Obduramus GmbH is the inventor of the Circum-Mini system that is created and manufactured in Germany.

RE PipeSeal, LLC uses Obduramus GmbH's original CAD files and strictly maintains their manufacturing process and procedures in the United States, without modifications.

All "Made in the USA" stainless steel sleeves will be labeled as such on a sticker attached to the EPDM rubber gasket. In addition, this sticker also contains a QR code that includes the Installation Manual, Sales Conditions, and other important information.

Buyer Responsibilities

Buyer hereby agrees to hold harmless RE PipeSeal, LLC, its employees, and agents against any and all liability, damages, loss, fines, penalties or costs and expenses (including reasonable attorney fees, expert fees and court costs) of any nature arising out of or resulting from any lawsuits, proceedings, actions, or claims relating to personal injury (including death) or property damage.

Nonconformity

All product(s) made or distributed by the Seller (RE PipeSeal, LLC) are to be inspected upon receipt, and should any of such product(s) prove unsatisfactory due to faults in manufacturing, or fail to meet the written specifications accepted by the



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Seller, the Buyer shall not return the product(s), but shall notify the Seller within five (5) business days of receipt, stating the full particulars in support of the claim. Then the Seller will either replace the product(s) upon return of the unsatisfactory product(s) or adjust it within 20 business days.

Should the product be retained by the Buyer without notification, the sale is considered absolute, and no further obligations are required by the Seller.

Training and Warranties

Each Buyer shall undergo RE PipeSeal's standard training for the product purchased as allowed by the Buyer. The advice of the technical staff of the Seller is available to the trade, but the Seller, not controlling or supervising the subsequent use after sale, does not warrant or guarantee such advice. The product(s) sold to Buyer are subject to a Limited Warranty, which is given Buyer herewith; provided, however, that such Warranty shall NOT be effective and binding upon Seller and may be voided, if Buyer's operators have not successfully completed Seller's training, prior to, or immediately upon equipment delivery.

Limited Warranty

This Limited Warranty covers the original purchaser or recipient only. The term "original purchaser" as used in this Limited Warranty is deemed to be that person, firm, association, corporation or other entity to whom this product was sold initially by Seller (RE PipeSeal, LLC) or its certified agents or dealers.

This Limited Warranty does not cover material, functionality, and/or design life of the stainless steel and EPDM rubber gasket.



This Limited Warranty shall NOT apply to this product if it has been repaired or altered, except by Seller or its authorized agents, or if it has been subject to accident, negligence, abuse or misuse, or wrong application, incorrect installation or has not been maintained or stored by the purchaser in strict accordance with the product manual, or if damage to the product is a result of a defective or inadequate packer, or CCTV camera for the installation of product. This Limited Warranty shall NOT apply to any “wear” of the product (i.e. any part which is in periodic contact with another part or surface) unless repair or replacement is required as the primary result of a defect in workmanship or material.

Installer Qualifications

1. The Installer shall participate in and obtain the mandatory RE PipeSeal, LLC standard training for all its installation personnel.
2. The Installer must maintain certification of product safety training and manhole or confined space entry for all personnel participating in pipeline rehabilitation operations, including the names of all personnel, including the trainer; the date, time, and duration of the training; and a statement that all necessary protective gear and equipment are available for use by personnel on the site.
3. At all times, the Installer shall follow and comply with all applicable and current federal, state and local safety rules and regulations (i.e. OSHA).
