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LIMITED WARRANTY

This limited warranty is issued by Topp Industries, Inc. to the original purchaser of its sump/sewage basins and accessories and is neither transferable to, nor enforceable by, any other person, corporation or entity other than the original purchaser. This limited warranty and all implied warranties are limited in duration to one (1) year from the date the sump/sewage basin and/or accessories are delivered. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Topp Industries, Inc. warrants that the sump/sewage basin and/or accessories manufactured and assembled by it are fit for underground application against fracture and collapse under normal use and service as specified by Topp Industries, Inc.; provided however, the remedies under this warranty shall encompass only the repairing or supplying a replacement part for a defective part and Topp Industries, Inc. specifically excludes any obligation for consequential or special damages or incidental expenses for breach of this warranty or any implied warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

The conditions for application of this warranty are as follows:

1. That the sump/sewage basin be installed in a vertical position. Under no circumstances shall the bottom of the basin be installed deeper than the total depth of the basin. The basin must be installed with a minimum of 75 percent of the basin below finished grade.
2. That the basin be used in a wastewater/sewage application.
3. That normal use and service shall mean any application that does not exceed the conditions created by totally submerging the basin in saturated soil with a density of 120 pounds per cubic foot.
4. Backfill must be a suitable material, as defined in the Topp Industries, Inc. Installation Reference Guide, compacted to a minimum soil modulus of 700 pounds per square inch.

This limited warranty does not apply to:

1. Items warranted separately by the manufacturer thereof, including, but not limited to, submersible pumps and related fittings.
2. Defects, damage attributable to abuse, misuse, neglect, accidental, or other casualty following shipment by Topp Industries, Inc.
3. Damages resulting from errors in design specifications provided by the purchaser or its agents.
4. Damage due to improper handling and installation.
5. Normal wear and usage or conditions resulting from normal wear or usage.

In the event of any fractured or collapsed sump/sewage basin and/or accessory claimed to be covered by the terms of this warranty, the claimant shall notify Topp Industries, Inc. within ten (10) days of its discovery and shall give Topp Industries, Inc. the opportunity to be present, through its agents or employees, before any alteration of the products and during the removal and inspection of the basin claimed to be defective and covered by this warranty. Topp Industries, Inc. will then, in the method it determines as its sole option to be necessary, repair or correct any such defect attributable to its manufacturing or assembly of the sump/sewage basin or accessory at its own cost and expense, exclusive of freight and any transportation costs.

There are no warranties, either expressed or implied, which extend beyond the description on the face hereof. This warranty gives you specific legal rights. You may also have other legal rights, which may vary from state to state.

If you are in need of any additional information or assistance relating to matters covered by this Limited Warranty, contact Topp Industries Inc. at 800-354-4534 or 574-223-3681.