



## LIMITED WARRANTY - 30 years

This limited warranty ("Warranty") applies only to the new IDEAL MANUFACTURING® Helical Piles and their physical hardware. Individual physical hardware may be referred to as "Product", while the entire system shall be referred to as the "Underpinning System."

### **I. Warranty**

When installed by a certified IDEAL MANUFACTURING installer ("Certified Installer"), IDEAL MANUFACTURING warrants that the Underpinning System and Products will be free of defects in material and workmanship for a period of thirty (30) years from the date of installation of the Underpinning System (the "Installation Date"). When not installed by a Certified Installer, IDEAL MANUFACTURING warrants that the Underpinning System and Products will be free of defects in material and workmanship for a period of one (1) year from the Installation Date. The property where the Underpinning System is installed by the Certified Installer shall be referred to as the "Property". Should the Products or Underpinning System fail to perform as intended, subject to the limitations and exclusions contained herein, IDEAL MANUFACTURING's sole and exclusive obligation under this Warranty shall be, at its option, to repair or replace the Products or Underpinning System free of charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Products or Underpinning System, which costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.

### **II. Transfer of Warranty**

Subject to the provisions of this Section II, this Warranty (in its entirety) may be transferred and assigned by the owner of the Property on the Installation Date (the "Original Property Owner") to any transferee(s) of legal title to the Property (each a "Subsequent Owner") or by any Subsequent Owner to any other Subsequent Owner, and such warranty period for each Subsequent Owner is limited to the remainder of the warranty period. The term "Property Owner" shall mean either the Original Property Owner or any Subsequent Owner that is the owner of the Property on the date of any claim under this Warranty. Any transfer of this Warranty must take place within ninety (90) days of closing of the transfer of the Property. In no event may this Warranty (or any right, claim or action hereunder) be transferred or assigned in whole or part, to any person(s) and/or entity who/which does not then own legal title to the Property, nor may this Warranty be transferred or assigned to any person or entity which holds equitable and/or beneficial title, but not legal title to the Property, nor may any right, claim and/or cause of action be transferred separate or apart from this Warranty. Any violation of the foregoing shall void this Warranty, and all existing and future claims. Transfers must be made by completion of a warranty transfer form that may be downloaded online at [www.idealfoundationsystems.com](http://www.idealfoundationsystems.com) or may be obtained by calling Customer Service at 585-872-7190 and mailing such completed form to IDEAL MANUFACTURING at the address on the warranty transfer form.

### **III. Exclusions**

IDEAL MANUFACTURING shall not in any way be liable for or have any obligation to repair or pay for anything other than Products or the Underpinning System, which have found to be defective in material or workmanship. Notwithstanding any other provisions contained in this document, this Warranty does not apply to or include any defects and/or damages (including injury or death) related to or arising out of: (i) any acts of God, including, without limitation, any earth quake, severe wind, flood, fire, vandalism, drought, excessive soil saturation, change in the water table, further or new subsidence or sinkhole, and/or any change in any existing subsidence or sinkhole; (ii) any existing concrete, foundation, slab, wall and/or footing which is defective, insufficient or inadequate in width, thickness, structural integrity and/or strength; (iii) any act, negligence, error, omission or condition by anyone other than IDEAL MANUFACTURING; (iv) any error, omission or defect in any design, engineering and/or testing by the Original Property Owner or any Subsequent Property Owner(s) and/or their respective agents, other contractors or professionals; (v) any unknown or hidden conditions; (vi) movement due to or arising out of any differential settlement of any portions of any improvement which was not underpinned with the Underpinning System; (vii) corrosive soils; and/or (viii) the modification of the Underpinning System or Products, or any portion of the structure, foundation or property upon which that Underpinning System is

reliant by the Original Property Owner, any Subsequent Property Owner or any other third party in any way. Utility installations are excluded from this warranty.

#### **IV. Disclaimer of All Other Warranties**

The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, expressed or implied. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

#### **V. Limitation of Liability**

In no event shall and under no circumstances, shall IDEAL MANUFACTURING (or its officers, directors, shareholders, employees or agents) be liable for any losses, damages, expenses or injuries of any kind suffered or incurred by the Property Owner or any other person (collectively, "Losses"), whether such Losses are direct, indirect, incidental, punitive, special, general and/or consequential, (including but not limited to damage to or loss of use of any the Underpinning System, lost sales, or profits, or delay or failure to perform this Warranty obligation, or claims of third parties against the Property Owner, arising out of or in connection with the sale, installation, use of, inability to use, or the repair or replacement of, the Underpinning System or Products) and regardless of whether such Losses are based on breach of Warranty, breach of contract, tort, strict liability or negligence. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusions 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.

#### **VI. Warranty Registration**

In order for the Warranty to be valid, the Underpinning System must be registered with IDEAL MANUFACTURING within 90 days of the Installation Date. To secure the Warranty, the Original Property Owner must register the Underpinning System by submitting to IDEAL MANUFACTURING the following documents at the address on the Warranty Registration Form: the original bill of sale, a plan view showing underpinning systems location, a copy of the Certified Installer's installation warranty, a copy of Certified Installer's Certification Card and the completed original Warranty Registration Form.

#### **VII. Warranty Claims**

In order for a warranty claim to be valid, the Property Owner must make a claim within the applicable Warranty period by sending the original completed Warranty Claim Form (download the Warranty Claim Form online at [www.idealfoundationsystems.com](http://www.idealfoundationsystems.com) or call Customer Service at 585-872-7190 for a copy) and copies of the following documents to IDEAL MANUFACTURING, Inc. at the address set forth on the claim form: IDEAL MANUFACTURING Product Warranty Certificate, the bill of sale, a plan view showing underpinning systems location, the Certified Installer's Certification Card, and the Certified Installer's installation warranty. The Underpinning System or Products will be evaluated using a IDEAL MANUFACTURING Product Performance Inquiry (PPI), which may involve on-site inspection or return of part or all of the Underpinning System to IDEAL MANUFACTURING at Ideal Manufacturing's option. The failure of the Property Owner to allow such inspection or to return the requested Products will invalidate all warranties. If the Underpinning System or Products are found to be defective in material or workmanship, a Return Material Authorization will be issued by IDEAL MANUFACTURING and the return freight costs will be covered by IDEAL MANUFACTURING. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Products or Underpinning System, which costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.