LIMITED WARRANTY AND DISCLAIMER

The **FORTE PLUMBING COMPANY'S** Never Flood System™ is specifically designed to reduce the risk of "sewer backup", defined as the entrance of sewage into the structure by way of the underground sewer pipes, drain tiles, or conduits which serve the structure and which connect the structure to the sewer main. The Never Flood System™ incorporates an exterior, underground reservoir as well as an electric pump.

The Never Flood System ™ is NOT designed to protect against, and FORTE PLUMBING COMPANY does not represent or warrant that the Never Flood System™ can or will eliminate the risk of flooding or water infiltration, including, but not limited to flooding or water infiltration caused by extreme environmental conditions, frozen ground, low lying land, overland flooding, water entering the structure through doors, windows, window wells, portals, crawl spaces, cracks, or other openings or penetrations in the structural elements, or failures of systems other than those of FORTE PLUMBING COMPANY.

Proper operation of foundation drains may reduce or prevent seepage of ground water through walls below grade. For proper operation, and to obtain the maximum protection affordable by the Never Flood System™, the sewer lines must be free flowing and not obstructed or collapsed, and there must always be a continuous supply of electrical power to the Never Flood System™.

Loss of electrical power or obstruction of sewer lines may permit the accumulation of seepage or other water entering the structure, as well as accumulation of water and waste generated within the structure itself. FORTE PLUMBING COMPANY recommends installation of a backup power system to provide extended protection in the case of power failure, as well as an annual inspection to insure system integrity and free-flowing sewer conditions.

FORTE PLUMBING COMPANY WARRANTS THE COMPONENTS OF THE NEVER FLOOD SYSTEM™ TO BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP FOR THE PERIODS SET FORTH BELOW. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN BY FORTE PLUMBING COMPANY, INC., AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. USE OF THE NAME "NEVER FLOOD SYSTEM™" OR "NEVER FLOOD" IS NOT INTENDED TO AND SHALL NOT CREATE ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE AGAINST FLOODING, WATER INFILTRATION, OR WATER DAMAGE. FORTE PLUMBING COMPANY HEREBY DISCLAIMS, AND THE BUYER HEREBY WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE BREACH OF ANY WARRANTY, WHETHER SUCH WARRANTY IS EXPRESS OR IMPLIED IN FACT OR LAW. BUYER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENT, OR AT THE SOLE ELECTION OF FORTE PLUMBING COMPANY TO THE PARTIAL OR PRO-RATA REFUND OF THE PURCHASE PRICE. ANY ALTERATIONS OR MODIFICATIONS TO THE NEVER FLOOD™ SYSTEM MADE BY ANY PERSON OTHER THAN AUTHORIZED FORTE PLUMBING COMPANY PERSONNEL SHALL RENDER THIS WARRANTY NULL AND VOID.

WARRANTY PERIODS

COMPONENT	APPLICABLE WARRANTY PERIOD
Pump Basin:	Lifetime.
Pump and Pump mounted switch:	Three (3) years parts and materials; One (1) year labor, both from installation date.
High Water Alarm:	One (1) Year from installation date.
All piping installed by FORTE PLUMBING CO.:	Five (5) Years from installation date.

THE UNEXPIRED TERM OF THIS WARRANTY IS ASSIGNABLE AND TRANSFERABLE UPON THE SALE OF THE PROPERTY, PROVIDED THAT FORTE PLUMBING COMPANY IS GIVEN ADVANCE WRITTEN NOTICE OF SUCH TRANSFER OR ASSIGNMENT.

Accepted and approved by Buyer(s) :

_____ _____

Buyer's Signature Date Buyer's Signature Date