



SPEARS® MANUFACTURING COMPANY

CORPORATE OFFICE

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Spears® Marine Products Installer Protection Plan

MPIPP-7-1217

In order to provide continued protection to trained installing contractors following installation, testing and sign off of a Spears® Marine Product system; Spears® has instituted this plan to go above and beyond standard product warranties and will indemnify and defend the installing contractor against verified claims. If the Spears® Marine Product system experiences a failure due to conditions outside the control of the installing contractor; The Installing Contractor will be covered 100% by the Spears® Installer Protection Plan.

Responsibility of the Installing Contractor

- Follow Spears® installation instructions.
- All components must be 100% Spears® OceaTUFF™ CPVC in sizes 1-1/2" - 12", EverTUFF® CPVC CTS in sizes 1/2" - 2", or EverTUFF® CPVC Schedule 40/80 in sizes 1/2" - 12", and related Spears® system components. This includes pipe, fittings and cement. **NO EXCEPTIONS.**
- Installation must be by trained individuals that hold ASME B31.3 Bonder qualification certificates meeting current regulatory and/or Classification Society requirements. Spears® will accept certificates by other related marine industry entities that is equivalent to ASME B31.3 training but recommends training be done by Spears® authorized personnel.
- The installing contractor must contact Spears® immediately after they become aware of any issue. Contact information is located at the end of Exhibit A.
- The installing contractor will be responsible for initial labor charges on any repairs.
- The contractor shall promptly report in writing all claims within seven (7) days of any knowledge and fully cooperate with Spears® in the defense and resolution of all such claims, including providing any alleged parts.
- Exhibit A must be filled out in its entirety and submitted to Spears® for approval.

Responsibility of Spears® Under the Plan

- Spears® will cover the cost of any property damage as a result of an adverse condition that is outside the control of the Installing Contractor as outlined above.
- Spears® will reimburse the contractor for labor at a rate agreed upon by both parties.
- Any replacement products will be supplied by Spears®.
- Spears® will provide or approve of an attorney, if required.

Proper system design and operation must be in place. This includes, but is not limited to, the system being designed to retain proper pitch, follow proper procedures for thorough flushing of any drainage system after use.

Refer to Spears® installation instructions for appropriate installation guidance.

POE oils should never be allowed to drain into a CPVC system.

For the full list of compatible ancillary products, please visit www.spearsmfg.com

General Terms and Conditions of the Plan

Items Not Covered Under the Plan

- Product that has been allowed to freeze by the vessel or rig owner or contractor.
- Vandalism, acts of God, i.e., tornados, earthquakes, and landslides, etc.
- Improper storage and handling.
- Installation of system not in accordance with manufacturer's installation instructions and established industry standards.
- Systems with the use of cutting oils not properly flushed/cleaned.

Training

Spears® offers ASME B31.3 training classes in proper solvent cement, handling and installation techniques for installing contractors of Spears® Marine Products systems. These sessions are complimentary and available with advanced notification and must be scheduled. Contact your local Spears® Representative for details and to schedule a session.

Please complete Exhibit A and submit to Spears® Manufacturing Company within 30 calendar days following inspection sign-off. Failure to do so will result in rejection of your submission.

Fax – 818-364-6945

Email: IPP@spearsmfg.net

Exhibit A

Date of Surveyor sign off: _____

Name and Address of Contractor:

Name and Address of Distributor:

Vessel/Project/Owner Name and Address:

Pipe Sizes and Quantities:

Products Used: OceanTUFF™ EverTUFF® CTS EverTUFF® Sch40/80 CPVC

I, the Installing Contractor, have read, understand and agree to abide by all the terms and conditions set out in the Spears® Marine Product Installer Protection Plan.

Print Name: _____

Signature: _____ (Must be signed by the company's responsible party.)

Date: _____

E-mail: _____

Spears® will e-mail the acceptance of the plan after receipt of the executed document.

This document must be submitted to the Spears® Corporate office:

Spears® Manufacturing Company
Attn: Technical Services - IPP
15853 Olden Street
Sylmar, CA 91342
E-mail: IPP@spearsmfg.net

Contact Information: 7:00 am – 4:00 pm PST 818-364-1611