

### PRODUCT PERFORMANCE LIMITED LIFETIME WARRANTY

All Diamond Pier products manufactured by Pin Foundations, Inc. (PFI) follow strict compliance with regard to design criteria, load limits, and the specifications and procedures outlined in the Diamond Pier Installation Manual.

Subject to the limitations set forth herein, PFI warrants, to the original property/product owner only, that the Diamond Pier products will be free of manufacturing defects in material and workmanship. The performance of the Diamond Pier foundation, when properly handled and installed in Normal Soil Conditions according to the full published Diamond Pier Installation Manual, and used in compliance with PFI's requirements and the stated uses, capacities, and limitations, shall be warranted by PFI, to the original property/product owner only, for the life of the supported structure. Should any Diamond Pier product be found to have a manufacturing defect, according to the limitations defined herein, PFI's sole obligation shall be to refund the PFI published MSRP cost of the product. Should any Diamond Pier product, when installed within the requirements and disclaimers defined herein, fail to perform as intended per the published capacities, and subject to the limitations defined herein and in PFI's full published product literature, PFI's sole obligation shall be to refund the PFI published MSRP cost of the product, plus one hundred dollars per pier for labor. These refunds may be claimed only by the original property/product owner; and, should they be claimed, shall only be applicable once. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE SPECIFICALLY PROVIDED FOR HEREIN, INCLUDING WARRANTIES OF FITNESS OR MERCHANTABILITY. Any modifications to the product(s) other than those provided in the Diamond Pier Installation Manual will void this warranty.

**Requirements** – To make a warranty claim, the following requirements must be satisfied:

- The project where the Diamond Pier products are installed must be registered with PFI within 30 days of the project's completion. The warranty registration form may be downloaded by going to [www.diamondpiers.com](http://www.diamondpiers.com) and clicking on *Residential* and then *Warranty Info*. The registration must include all the information, supporting documents, and photos requested on the form.
- The product(s) must be handled and installed in Normal Soil Conditions, according to the current, full published Diamond Pier Installation Manual, and used in compliance with the design criteria, load capacities, specifications, and details of the Diamond Pier foundation as defined by PFI. PFI reserves the right to inspect the project at any time to confirm proper installation of the product and compliance with the terms of this warranty
- PFI must be notified of a claim for apparent manufacturing or workmanship defects prior to installation. Manufacturing or workmanship defects which become apparent after installation during the course of performance, and are unknown or undiscoverable prior to installation, will be treated as a manufacturing defect and treated according to the rules stated above, provided that all requirements are satisfied. Any such claims must be made within thirty (30) days of owner becoming aware of such defect and otherwise treated in accordance with the terms of the warranty as provided herein.
- The project must be submitted and approved for use by the local code official, and built in accordance with local building codes, and a final inspection must be completed by the building department having jurisdiction.
- The warranty is only valid once the complete project registration is received by PFI and all requirements herein have been satisfied. PFI reserves the right to deny the warranty for any use or application of the product(s) that does not meet the conditions set forth herein. PFI reserves the right to inspect the project at any time to confirm proper installation of the product and compliance with the terms of this warranty.
- PFI reserves the right to replace any defective Diamond Pier product with a matching pier, or any non-performing Diamond Pier product with a larger model Diamond Pier or other Pin Foundations technology product where applicable.
- The timeframe of this limited lifetime warranty is defined by the life of the original structure, without addition, renovation or remodel, and is limited to the original property owner for which the Diamond Pier product was installed. This warranty is non-transferable to any new owner of said property, or to any future project or replacement structure erected on the original installed Diamond Pier foundations.
- A customer receiving payment on a warranty claim may be required to sign a general release of liability prior to receiving payment on that claim.

#### Disclaimers

Pin Foundations, Inc., is not responsible for performance failure if: (1) The Diamond Pier product has not been installed according to the current full published Diamond Pier Installation Manual, or not installed in Normal Soil Conditions, or not used in compliance with PFI's published requirements or stated capacities. (2) The cause of failure is due to related parts not supplied by PFI (PFI supplies the Diamond Pier concrete head with embedded anchor bolt, steel bearing pins, inspection plugs, and caps). (3) The cause is due to poor or unsound soils or to special conditions that require additional measures above and beyond those typically or prescriptively required in the local code jurisdiction. Such conditions may include but are not limited to soil bearing strengths below 1500 psf, hydric soils, unconsolidated or uncompacted soils, fill soils, aggressive or contaminated soils, peats, highly expansive soils, soils not properly drained, structures with asymmetric, rotational, overturning, or dynamic loads, sites with steep slopes or sliding or shifting soils, sites with historic evidence of conventional foundation failure, or sites in frost zones exceeding those published per specific pier application. (4) The cause of failure is due to an action beyond PFI's control, such as a tornado, hurricane, flood, landslide, earthquake, etc.

This warranty applies only to Diamond Pier products that have not been misused or damaged, intentionally or unintentionally. This warranty does not cover cosmetic issues, such as weathering, staining, pitting, or chipping, or general maintenance issues, such as adjusting the pins or resetting the pin caps. Nor does it cover products that have been mishandled during installation, or discontinued or are outdated. PFI shall not be liable for any incidental, consequential, special loss, or other damages, including injury to persons or property, however caused. No other warranties are express or implied.