

3440 MAYHEW FORREST LN

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Groundwater and Wastewater Services File Imaging Project
May 2007
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Mike Vogel, Forest
3440 Mayhew Lane
Charlotte, NC 28213

NORTH CAROLINA
FIVE YEAR LIMITED WARRANTY
Approved Effective April 24, 2002

Ring Industrial Group ("Ring") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized EZflow Brand drain field system installer a new EZflow Brand drain field system located in the State of North Carolina. The drain field system is warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section .1900) in effect on the date of installation. This Limited Warranty applies only to those EZflow Brand drain field systems whose trench length modification has greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY:

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall transfer from the original system owner to subsequent system owners for the duration of this Limited Warranty. This Limited Warranty covers only the performance of the EZflow Brand drain field system as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

II. CONDITIONS OF LIMITED WARRANTY:

This Limited Warranty shall only apply if the EZflow Brand drain field system is installed for use with domestic strength effluent and located in the State of North Carolina and all of the following terms and conditions are satisfied:

(i) The design and installation of the EZflow Brand drain field system is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

(ii) The design and installation of the EZflow Brand drain field system is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iii) The design and installation of the EZflow Brand drain field system is strictly according to all applicable permitting procedures for the EZflow Branddrain field systems adopted by the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iv) The EZflow Brand drain field system is subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized EZflow Brand drain field system installer shall perform the installation of the EZflow Brand drain field system.

III. WHAT IS WARRANTED AND FOR HOW LONG:

The EZflow Brand prefabricated nitrification drain field system is warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or the date of issuance of the Operation Permit, which ever is later.

If the EZflow Brand drain field system fails within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, Ring shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the system owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et. seq. Warranty repairs such as full replacement of the nitrification system, extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with 15A NCAC 18A .1900 et. seq. Rule .1961(1).

A system failure is defined by North Carolina 15A NCAC 18A .1900 rules.

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper installation.
4. Plastic pipe not authorized by Ring to be used with the EZflow Brand drain field system.
5. Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
6. Landscaping costs other than those specified by rule.
7. Failure due to improper sizing as defined by state rules.
8. Repair work performed prior to a claim or which is done without Ring authorization.
9. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
10. Drain fields repaired or modified by an unauthorized EZflow installer.

V. RING OBLIGATIONS:

No representative of the company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than the original system owner or subsequent system owner.

VI. OWNER'S OBLIGATION:

1. Must have a signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state-authorized agency that is responsible for EZflow Brand drain field system inspection and approval.
2. Must have a Warranty Certificate from an authorized EZflow Brand drain field system installer.
3. The system owner must notify the company in writing at its corporate headquarters within 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Ring Industrial Group, 65 Industrial Park Road, Oakland, TN 38060.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES:

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF EZFLOW BRAND DRAIN FIELD SYSTEM TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE EZFLOW BRAND DRAIN FIELD SYSTEM AND ITS CONSTITUENT PARTS, AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVERHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT; THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR OPERATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE SYSTEM FAILURES DETERMINED TO BE DUE TO NON-COMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et. seq.; 15A NCAC 18A Section .1900) INCLUDING BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, IMPROPER OPERATION OR IMPROPER MAINTENANCE; OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

THE DRAIN FIELD SYSTEM, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE DRAIN FIELD SYSTEM, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT MENTIONED HEREIN.

VIII. TRANSFER OF WARRANTY

This warranty extends to the original system owner and to each subsequent owner of the system during the term of this Limited Warranty.

"I acknowledge to the company and the system owner that the wastewater system and the EZflow Brand drain field system have been installed in accordance with the installation instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on the permit or authorization to construct, and other applicable laws and rules."

IX. INSTALLER CERTIFICATION

Business Name of Installer WT Norwood, INC
323 N. Broome St.
Waxhaw, NC 28173

Name of Person signing (Print) Kathy Moore

Kathy A Moore

Date 10/23/03

This warranty is provided in triplicate. One copy shall go to Ring Industrial Group, one to the local health department, and one to the system owner.

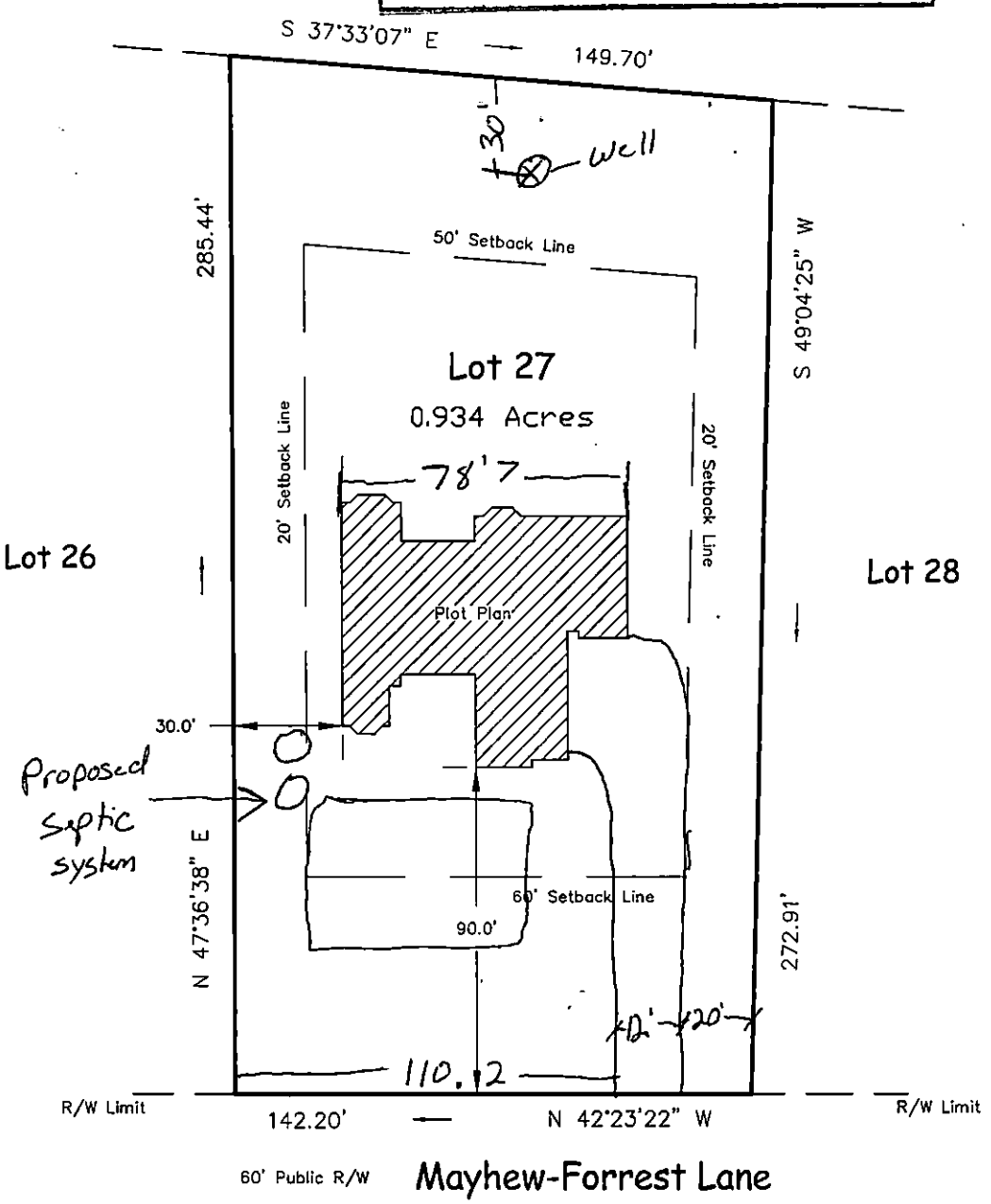
Write: Ring Industrial Group
65 Industrial Park Road
Oakland, TN 38060
Toll Free Phone: (800) 280-6333

195-211-35

Surveyed By: Ben M. Flowe & Son;
11316 Brief Road
Charlotte, N.C.
28227
(704) 545-3060

PRELIMINARY
Not for Conveyance,
Sale or Recordation

4/4/88



NOTE:
ALL CORNERS ARE I.PIN(F) UNLESS OTHERWISE NOTED.

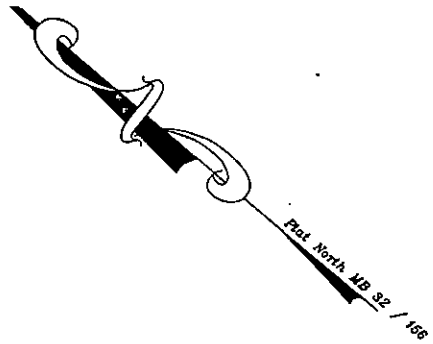
NOTE:
ALL DISTANCES ARE HORIZONAL DISTANCES
UNLESS OTHERWISE NOTED

NOTE:
AREA BY COORDINATE COMPUTATION.

NOTE:
PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.

SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FLOOD INSURANCE RATE MAP.

NOTE:
THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL or PARCELS OF LAND.



Tax Parcel:

E.C. = 1' : 10,000' +

Deed Ref:
Map Book: 32 / 156

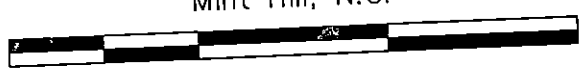
Location Map
(Not To Scale)

Plot Plan
For

Mike Vogel

Lot 27, Mayhew Country Estates, Map 1

Mecklenburg County
Mint Hill, N.C.



Drawing No. 476-02

Scale: 1" = 50'

November 21, 2002