



**SPEARS® MANUFACTURING COMPANY**  
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<http://www.spearsmfg.com>

## Spears® EverTUFF® CTS Installer Protection Plan

CIPP-7-1122

The Spears® Installer Protection Plan (IPP) is offered to assist Installing Contractors of Spears® EverTUFF® CTS CPVC hot and cold water system products in the event of system failures following initial installation, AHJ final approval (where applicable) and registration acceptance of a system into the Plan. The IPP program is intended to assist the Installing Contractor in resolution related to verified claims resulting from system failures due to circumstances and conditions that occur following the release of the project, that are beyond the control or cause of the Installing Contractor or Spears®. While the ultimate responsibility for all trades within a project is that of the General Contractor or Contracting Party; Spears® will assist the Installing Contractor in their defense of verified claims with the support associated through investigation, review, analysis, replacement / repair and determination of the cause of failure, including providing Spears® replacement parts.

### Responsibility of the Installing Contractor

- Follow the current Spears® Installation Instructions (CTS-4).
- All components must be 100% Spears® EverTUFF® CTS products. This includes pipe, fittings and cement. NO EXCEPTIONS.
- Installation must be by trained individuals with current completion certification. Spears® will accept training by other certification entities\* up to their renewal date. Renewal training must be competed with Spears® personnel.  
\* Training must include a practical segment including proper preparation and solvent cementing techniques.
- The Installing Contractor must contact Spears® and the Contracting Party 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 remediation labor charges on any repairs.
- The Installing Contractor shall promptly report in writing all claims within seven (7) days of any knowledge and fully cooperate with Spears® efforts to resolve the verified claims, including providing any alleged parts involved with the claim.
- Notify General Contractor or Contracting Party of chemical incompatibility potential with other common trade materials; including, but not limited to, Spray Polyurethane Foam, Mold Control / Remediation Products and Termiticides / Pesticides.
- Exhibit A must be filled out at project initiation, with all known information requested.
- Once AHJ final signoff (where applicable) of the project is completed, the Installing Contractor will inform Spears® via email or fax of the completion date for final registration approval and acceptance.

Registration is not complete until AHJ Signoff (where applicable) / completion date is provided and the confirmation of acceptance is sent from Spears®.

## **Responsibility of Spears® under the Plan**

- Spears® will cover the reasonable costs of our investigation into the cause of the failure. This includes, but is not limited to, compatibility determination, failure analysis, installation review and testing to assist the Installing Contractor in their resolution of verified claims.
- Spears® will contribute to reasonable reimbursement costs of the Installing Contractor's labor of repairing or replacing Spears® products at a rate agreed upon by both parties.
- Replacement products will be Spears® products, supplied by Spears®.
- Spears will utilize the provided General or Contracting Party address information to mail an informative, educational letter regarding the pending CPVC system being installed.

## **General terms and notations of the IPP**

### **Items not covered under the Plan**

- Product that has been allowed to freeze by the property owner or contractor.
- Improper storage
- Product that has been damaged by vandalism, acts of God, i.e., tornados, earthquakes, and landslides, etc.
- Installation of system not in accordance with established codes, professional standards or instructions (CTS-4).
- Systems installed with incompatible products / materials.
- Systems with the use of cutting oils not properly flushed / cleaned.
- Liability assumed under an Installers contract.

**For a current list of compatible products, applicable announcements and installation instructions (CTS-4), please visit the EverTUFF™ CTS section of our website at [www.spearsmfg.com](http://www.spearsmfg.com)**

**Please complete the attached Exhibit A and submit to Spears® Manufacturing Company at time of project initiation.**

**Notification of project completion for program acceptance and registration must occur within 15 calendar days following completion and / or AHJ signoff (where applicable).**

**FAX: 818-364-6945**

**email: [IPP@spearsmfg.net](mailto:IPP@spearsmfg.net)**

# Exhibit A

Name and address of Installing Contractor:

Name and address of Spears® Distributor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Job name and Street address:

Name and Address of General / Contracting Party

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of building:    Single Family Home  Hotel  Apt Building  Other

**Did you advise of a CPVC system in the building?**                      Yes                       No

I, the Installing Contractor, have read, understand and agree to abide by all the terms and conditions set out in the Spears® EverTUFF® CPVC Installer Protection Plan and current published Compatibility List.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Must be signed by the company's responsible party)

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**Spears® will email the acceptance of the plan after receipt of the executed document. The IPP effective date is the confirmation date from Spears®. Any issue which occurs prior to receipt and confirmation of this exhibit shall not be covered under this program.**

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

**Spears® Manufacturing Company  
Attn: Technical Services - IPP  
15853 Olden Street  
Sylmar, CA 91342**

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

**Email: [IPP@spearsmfg.net](mailto:IPP@spearsmfg.net)**

Date of AHJ sign off (if applicable)/ completion: \_\_\_\_\_  
(Internal Use Only. Information to be provided by Installing Contractor at project completion)