



SPEARS® MANUFACTURING COMPANY
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Spears® EverTUFF® CTS Installer Protection Plan

CIPP-7-1016

In order to provide continued protection to trained installing contractors following installation, testing and sign off of a Spears® EverTUFF® CTS hot and cold water 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® EverTUFF® CTS system experiences an event, which results in damage due to conditions outside the control of the installing contractor, the Installing Contractor will be covered 100% by the Spears® Installer Protection Plan. This Installer Protection Plan also covers KBI® CTS products of current manufacture.

Responsibility of the Installing Contractor

- Follow Spears® installation instructions (CTS-3).
- All components must be 100% Spears® EverTUFF® products. This includes pipe, fittings and cement. NO EXCEPTIONS.
- Installation must be by trained individuals with current certification. Spears® will accept certification by other certification entities up to the renewal date. At that time, subsequent training and certification must 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.

This CTS Protection Plan is for hot and cold water use systems only. Any chemicals or additives must be pre-approved by Spears®.

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

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

General terms and notations of the plan

Items not covered under the plan

- Product that has been allowed to freeze by the property owner or contractor.
- Vandalism, acts of God, i.e., tornados, earthquakes, and landslides, etc.
- Improper storage.
- Installation of system not in accordance with established professional standards.

Training

Spears® offers training classes in proper solvent cement, handling and installation techniques for installing contractors of CPVC hot and cold water 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 AHJ signoff. Failure to do so will result in rejection of your submission.

Fax – 818-364-6945

Email: IPP@spearsmfg.net

Exhibit A

Date of AHJ sign off: _____

Name and address of Contractor:

Name and address of Distributor:

Job name and address:

Type of building: Single Family Home Hotel Apt Building Other

Did you post notifications of a CTS 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® CTS Installer Protection Plan.

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.

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

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

Fax: 818-364-6945

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