



## SPEARS® MANUFACTURING COMPANY

CORPORATE OFFICE

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# Spears® EverTUFF® CTS Installer Protection Plan

CIPP-7-1217

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 Hot and Cold Water 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. 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® CTS 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 Protection Plan is for EverTUFF® CTS hot and cold water 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 compatible ancillary products, please visit [www.spearsmfg.com](http://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.
- Systems with the use of cutting oils not properly flushed/cleaned.

## **Training**

Spears® offers training classes in proper solvent cement, handling and installation techniques for installing contractors of Spears® EverTUFF® CPVC CTS 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 sign-off. Failure to do so will result in rejection of your submission.**

Fax – 818-364-6945

Email: [IPP@spearsmfg.net](mailto: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     Apartment 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: \_\_\_\_\_

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](mailto:IPP@spearsmfg.net)

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