



**SPEARS® MANUFACTURING COMPANY**  
CORPORATE OFFICE  
15853 OLDEN STREET • SYLMAR, CALIFORNIA 91342  
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## Spears® Marine Products Installer Protection Plan

MPIPP-7-0417

In order to provide continued protection to trained installing contractors following installation, testing and sign off of a Spears® Marine Product Systems; 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 a Spears® Marine Product 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.

### Responsibility of the Installing Contractor

- Follow Spears® installation instructions
- All components must be 100% Spears® OceanTUFF™ CPVC in sizes 1-1/2" – 12", EverTUFF® CPVC CTS in sizes 1/2" to 2" or EverTUFF® CPVC Schedule 40/80 in sizes 1/2" to 12". This includes pipe, fittings, cement and related Spears® system components.  
**NO EXCEPTIONS.**
- Installation should be by trained individuals that hold ASME B31.3 bonder qualification certificates meeting current regulatory and/or Classification Society requirements. Spears® will accept certificates by other related marine industry entities that is equivalent to ASME B31.3 training but recommends training 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 Installer Protection 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.

**Proper system design and operation must be in place; this includes, but is not limited to, the system being designed to retain proper pitch and thorough flushing after use.**

**Refer to Spears® installation instructions for appropriate installation guidance.**

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

## **General terms and conditions of the Installer Protection Plan**

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

- Product that has been allowed to freeze by the vessel or rig owner or contractor.
- Vandalism, acts of God, i.e., tornados, earthquakes, and landslides, etc.
- Improper storage and handling.
- Installation of system not in accordance with manufacturer's installation instructions and established industry standards.

### **Training**

Spears® offers ASME B31.3 training classes in proper solvent cement, handling and installation techniques for installing contractors of Spears® Marine Product 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 Inspection signoff. Failure to do so will result in rejection of your submission.**

Fax – 818-364-6945

Email: IPP@spearsmfg.net

# Exhibit A

Date of Surveyor sign off: \_\_\_\_\_

Name and address of Contractor:

Name and address of Distributor:

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

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

Vessel /Project /Owner name and address:

Pipe Sizes and Quantity:

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

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

Products used:     OceanTUFF™     EverTUFF® CTS     EverTUFF® Sch. 40/80 CPVC

I, the Installing Contractor, have read, understand and agree to abide by all the terms and conditions set out in the Spears® Marine Product Systems 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  
Fax: 818-364-6945  
Email: [IPP@spearsmfg.net](mailto:IPP@spearsmfg.net)

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