WARRANTY INFORMATION

75-YEAR QUICKFITTING PUSH-TO-CONNECT LIMITED WARRANTY

Subject to the conditions outlined herein, Quick Fitting Holding Company, LLC, hereafter referred to as “QuickFitting” warrants to owners of real property in the United States that its QuickFitting brass, copper, and stainless-steel push-to-connect fittings and adapters shall be free from defects in material and workmanship in water service and other approved materials for a period of seventy-five (75) years from the date of purchase of the products. QuickFitting makes no other warranties express or implied. This limitation explicitly excludes any implied warranty of merchantability or fitness for a particular purpose.

Warranty Conditions

1. Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, the Warranty Period commencement shall default to the date of manufacture for each product. If the product suspected of a defect does not have a clear date of manufacture on it, a proof of purchase will be required.

2. All products must be installed in accordance with all then applicable codes, good plumbing practice, in accordance with any local, state, or federal requirements, and installed in a potable water or radiant heating application unless a non-potable water service is specifically allowed for in the pertinent product literature.

3. The installer must use construction techniques compliant with then applicable codes to install the product and use the product within the design parameters specified in any installation guidelines and technical notes for the applicable system. This shall include field pressure testing prior to concealing with concrete or by other means and wrapping any brass fitting when buried. Failure to install QuickFitting products according to manufacturer’s installation instruction will void all applicable warranties and may result in severe water damage.

4. Products must at all times be used in a manner consistent with their intended use and be used in installations and environments acceptable to their material and design specifications, including not being installed in a system that may operate at temperatures or at pressures exceeding the approved ratings which can be found on the product, packaging or installation instructions.

5. Without limiting the foregoing, this Limited Warranty does not apply and you do not have a right of reimbursement if the product failure or resulting damage is caused
by: (a) evidence of tampering, mishandling, neglect, abuse, accidental damage, freeze damage (it is expressly understood that failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty) or unauthorized modifications or repairs that cause damage to warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances or corrosive water conditions; (c) exposure to ultraviolet light; (d) faulty installation including failure to follow proper burial instructions; (e) damage from abnormal operating conditions including exposure pressures and temperatures beyond the specified operating range; (f) failure to properly test and pass common testing methods (including pressure testing) after the installation and before the product or system is put in service; (g) components not manufactured or sold by QuickFitting; or (h) acts of nature such as earthquakes, fire, flood or lightning.

6. Fittings must be installed on tubing, piping, or fittings that comply with applicable ASTM/CSA standards and that have been certified by a recognized third-party testing agency. QuickFitting will be responsible only for proven defects in material or workmanship in QuickFitting products. Problems in products manufactured by another company should be reported to that manufacturer.

In order to be eligible for service under this Limited Warranty you must return the defective product to QuickFitting for inspection and testing within thirty (30) days after detection of alleged failure or defect occurring within applicable Warranty Period (with shipping charges prepaid) to the original place of purchase. If the alleged defect involves a connection or joint with a QuickFitting product, the fitting must be returned with a section of the pipe still inserted. You must include the model number of the product (if available), the original date of purchase, proof of purchase and the nature of the alleged product failure or defect. Products returned without shipping charges prepaid will be refused. For questions or inquiries, in the U.S. call 1.877.238.4826.

If, after inspection, we find that a product covered by this Limited Warranty has failed due to a defect in material or workmanship during the specified Warranty Period, we will repair or replace, at our sole option, free of charge, the defective product during normal working hours and through a place of business as determined by QuickFitting.

Notwithstanding anything to the contrary in this Limited Warranty, if QuickFitting determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a defect in material or workmanship in any QuickFitting product covered by this Limited Warranty and occurring within the first ten years after date of purchase or during the applicable Warranty Period, whichever is shorter, and if reasonable steps were taken to promptly limit or stop the effects of such leak or failure as soon as it was discovered, then QuickFitting will reimburse the property owner for the reasonable costs of repairing or replacing such damaged real property to include flooring, drywall and painting and other real property damaged by the
leak directly caused by the allegedly defective QuickFitting product when the QuickFitting product was installed by a licensed professional plumbing contractor. Except as specified above or otherwise specifically authorized in writing by QuickFitting, QuickFitting shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

QuickFitting shall not be responsible for any other incidental, indirect, contingent, special or consequential damages, including without limitation, economic loss, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which QuickFitting has no control. This limitation applies even if QuickFitting could have foreseen or has been advised of the possibility of these damages. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Any remaining warranty coverage may not be assigned or transferred after the period ending ten years following the installation. QuickFitting does not guarantee or in any way warrant the integrity or workmanship of the contractor/installer.

VALVE & CONTROL WARRANTY

Subject to the conditions outlined herein, Quick Fitting Holding Company, LLC, hereafter referred to as “QuickFitting” warrants to owners of real property in the United States that its QuickFitting brass, copper, and stainless steel push-to-connect ball valves, stop valves, and controls shall be free from defects in material and workmanship in water service and other approved materials for a period of seven (7) years from the date of purchase of the products. QuickFitting makes no other warranties express or implied. This limitation explicitly excludes any implied warranty of merchantability or fitness for a particular purpose.

Warranty Conditions

1. Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, the Warranty Period commencement shall default to the date of manufacture for each product. If the product suspected of a defect does not have a clear date of manufacture on it, a proof of purchase will be required.

2. All products must be installed in accordance with all then applicable codes, good plumbing practice, in accordance with any local, state, or federal requirements, and installed in a potable water or radiant heating application unless a non-potable water service is specifically allowed for in the pertinent product literature.

3. The installer must use construction techniques compliant with then applicable codes to install the product and use the product within the design parameters specified in any installation guidelines and technical notes for the applicable system.
This shall include field pressure testing prior to concealing with concrete or by other means and wrapping any brass fitting when buried. Failure to install QuickFitting products according to manufacturer's installation instruction will void all applicable warranties and may result in severe water damage.

4. Products must at all times be used in a manner consistent with their intended use and be used in installations and environments acceptable to their material and design specifications, including not being installed in a system that may operate at temperatures or at pressures exceeding the approved ratings which can be found on the product, packaging or installation instructions.

5. Without limiting the foregoing, this Limited Warranty does not apply and you do not have a right of reimbursement if the product failure or resulting damage is caused by: (a) evidence of tampering, mishandling, neglect, abuse, accidental damage, freeze damage (it is expressly understood that failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty) or unauthorized modifications or repairs that cause damage to warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances or corrosive water conditions; (c) exposure to ultraviolet light; (d) faulty installation including failure to follow proper burial instructions; (e) damage from abnormal operating conditions including exposure pressures and temperatures beyond the specified operating range; (f) failure to properly test and pass common testing methods (including pressure testing) after the installation and before the product or system is put in service; (g) components not manufactured or sold by QuickFitting; or (h) acts of nature such as earthquakes, fire, flood or lightning.

6. Fittings must be installed on tubing, piping, or fittings that comply with applicable ASTM/CSA standards and that have been certified by a recognized third-party testing agency. QuickFitting will be responsible only for proven defects in material or workmanship in QuickFitting products. Problems in products manufactured by another company should be reported to that manufacturer.

In order to be eligible for service under this Limited Warranty you must return the defective product to QuickFitting for inspection and testing within thirty (30) days after detection of alleged failure or defect occurring within applicable Warranty Period (with shipping charges prepaid) to the original place of purchase. If the alleged defect involves a connection or joint with a QuickFitting product, the fitting must be returned with a section of the pipe still inserted. You must include the model number of the product (if available), the original date of purchase, proof of purchase and the nature of the alleged product failure or defect. Products returned without shipping charges prepaid will be refused. For questions or inquiries, in the U.S. call 1.877.238.4826.

If, after inspection, we find that a product covered by this Limited Warranty has failed due to a defect in material or workmanship during the specified Warranty Period, we will repair
or replace, at our sole option, free of charge, the defective product during normal working hours and through a place of business as determined by QuickFitting.

Notwithstanding anything to the contrary in this Limited Warranty, if QuickFitting determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a defect in material or workmanship in any QuickFitting product covered by this Limited Warranty and occurring within the first seven years after date of purchase or during the applicable Warranty Period, whichever is shorter, and if reasonable steps were taken to promptly limit or stop the effects of such leak or failure as soon as it was discovered, then QuickFitting will reimburse the property owner for the reasonable costs of repairing or replacing such damaged real property to include flooring, drywall and painting and other real property damaged by the leak directly caused by the allegedly defective QuickFitting product when the QuickFitting product was installed by a licensed professional plumbing contractor. Except as specified above or otherwise specifically authorized in writing by QuickFitting, QuickFitting shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

QuickFitting shall not be responsible for any other incidental, indirect, contingent, special or consequential damages, including without limitation, economic loss, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which QuickFitting has no control. This limitation applies even if QuickFitting could have foreseen or has been advised of the possibility of these damages. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Any remaining warranty coverage may not be assigned or transferred after the period ending ten years following the installation. QuickFitting does not guarantee or in any way warrant the integrity or workmanship of the contractor/installer.

**SUPPLY LINE WARRANTY**

Subject to the conditions outlined herein, Quick Fitting Holding Company, LLC, hereafter referred to as “QuickFitting” warrants to owners of real property in the United States that its QuickFitting brass, copper, and stainless steel push-to-connect supply line connectors shall be free from defects in material and workmanship in water service and other approved materials for a period of five (5) years from the date of purchase of the products. QuickFitting makes no other warranties express or implied. This limitation explicitly excludes any implied warranty of merchantability or fitness for a particular purpose.
Warranty Conditions

1. Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, the Warranty Period commencement shall default to the date of manufacture for each product. If the product suspected of a defect does not have a clear date of manufacture on it, a proof of purchase will be required.

2. All products must be installed in accordance with all then applicable codes, good plumbing practice, in accordance with any local, state, or federal requirements, and installed in a potable water or radiant heating application unless a non-potable water service is specifically allowed for in the pertinent product literature.

3. The installer must use construction techniques compliant with then applicable codes to install the product and use the product within the design parameters specified in any installation guidelines and technical notes for the applicable system. This shall include field pressure testing prior to concealing with concrete or by other means and wrapping any brass fitting when buried. Failure to install QuickFitting products according to manufacturer's installation instruction will void all applicable warranties and may result in severe water damage.

4. Products must at all times be used in a manner consistent with their intended use and be used in installations and environments acceptable to their material and design specifications, including not being installed in a system that may operate at temperatures or at pressures exceeding the approved ratings which can be found on the product, packaging or installation instructions.

5. Without limiting the foregoing, this Limited Warranty does not apply and you do not have a right of reimbursement if the product failure or resulting damage is caused by: (a) evidence of tampering, mishandling, neglect, abuse, accidental damage, freeze damage (it is expressly understood that failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty) or unauthorized modifications or repairs that cause damage to warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances or corrosive water conditions; (c) exposure to ultraviolet light; (d) faulty installation including failure to follow proper burial instructions; (e) damage from abnormal operating conditions including exposure pressures and temperatures beyond the specified operating range; (f) failure to properly test and pass common testing methods (including pressure testing) after the installation and before the product or system is put in service; (g) components not manufactured or sold by QuickFitting; or (h) acts of nature such as earthquakes, fire, flood or lightning.

6. Fittings must be installed on tubing, piping, or fittings that comply with applicable ASTM/CSA standards and that have been certified by a recognized third-party testing agency. QuickFitting will be responsible only for proven defects in material or workmanship in QuickFitting products. Problems in products manufactured by another company should be reported to that manufacturer.
In order to be eligible for service under this Limited Warranty you must return the defective product to QuickFitting for inspection and testing within thirty (30) days after detection of alleged failure or defect occurring within applicable Warranty Period (with shipping charges prepaid) to the original place of purchase. If the alleged defect involves a connection or joint with a QuickFitting product, the fitting must be returned with a section of the pipe still inserted. You must include the model number of the product (if available), the original date of purchase, proof of purchase and the nature of the alleged product failure or defect. Products returned without shipping charges prepaid will be refused. For questions or inquiries, in the U.S. call 1.877.238.4826.

If, after inspection, we find that a product covered by this Limited Warranty has failed due to a defect in material or workmanship during the specified Warranty Period, we will repair or replace, at our sole option, free of charge, the defective product during normal working hours and through a place of business as determined by QuickFitting.

Notwithstanding anything to the contrary in this Limited Warranty, if QuickFitting determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a defect in material or workmanship in any QuickFitting product covered by this Limited Warranty and occurring within the first five years after date of purchase or during the applicable Warranty Period, whichever is shorter, and if reasonable steps were taken to promptly limit or stop the effects of such leak or failure as soon as it was discovered, then QuickFitting will reimburse the property owner for the reasonable costs of repairing or replacing such damaged real property to include flooring, drywall and painting and other real property damaged by the leak directly caused by the allegedly defective QuickFitting product when the QuickFitting product was installed by a licensed professional plumbing contractor. Except as specified above or otherwise specifically authorized in writing by QuickFitting, QuickFitting shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

QuickFitting shall not be responsible for any other incidental, indirect, contingent, special or consequential damages, including without limitation, economic loss, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which QuickFitting has no control. This limitation applies even if QuickFitting could have foreseen or has been advised of the possibility of these damages. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Any remaining warranty coverage may not be assigned or transferred after the period ending ten years following the installation. QuickFitting does not guarantee or in any way warrant the integrity or workmanship of the contractor/installer.
ELECTRICAL PUSH TO CONNECT WARRANTY

Subject to the conditions outlined herein, Quick Fitting Holding Company, LLC, hereafter referred to as “QuickFitting” warrants to owners of real property in the United States that its QuickFitting electrical push-to-connect conduit connectors shall be free from defects in material and workmanship in electrical service and when used with other approved materials for a period of five (5) years from the date of purchase of the products. QuickFitting makes no other warranties express or implied. This limitation explicitly excludes any implied warranty of merchantability or fitness for a particular purpose.

Warranty Conditions

1. Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, the Warranty Period commencement shall default to the date of manufacture for each product. If the product suspected of a defect does not have a clear date of manufacture on it, a proof of purchase will be required.

2. All products must be installed in accordance with all then applicable codes, good electrical practice, in accordance with any local, state, or federal requirements, and installed with UL approved electrical conduit as allowed for in the pertinent product literature.

3. The installer must use construction techniques compliant with then applicable codes to install the product and use the product within the design parameters specified in any installation guidelines and technical notes for the applicable system. Failure to install QuickFitting products according to manufacturer’s installation instruction will void all applicable warranties and may result in damage or injury.

4. Products must at all times be used in a manner consistent with their intended use and be used in installations and environments acceptable to their material and design specifications, including not being installed in a system that may operate at voltages or currents exceeding the approved ratings which can be found in the applicable UL certifications.

5. Without limiting the foregoing, this Limited Warranty does not apply and you do not have a right of reimbursement if the product failure or resulting damage is caused by: (a) evidence of tampering, mishandling, neglect, abuse, accidental damage, or unauthorized modifications or repairs that cause damage to warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances; (d) faulty installation; (e) damage from abnormal operating conditions; (f) failure to properly test and pass common testing methods after the installation and before the product or system is put in service; (g) components not manufactured or sold by QuickFitting; or (h) acts of nature such as earthquakes, fire, flood or lightning.

6. Fittings must be installed on tubing, piping, or fittings that comply with applicable standards including UL, IP66, NEMA 3S, and NEMA 4x and that have been certified by a recognized third-party testing agency. QuickFitting will be responsible only for proven defects in material or workmanship in QuickFitting products. Problems in
products manufactured by another company should be reported to that manufacturer.

In order to be eligible for service under this Limited Warranty you must return the defective product to QuickFitting for inspection and testing within thirty (30) days after detection of alleged failure or defect occurring within applicable Warranty Period (with shipping charges prepaid) to the original place of purchase. If the alleged defect involves a connection or joint with a QuickFitting product, the fitting must be returned with a section of the conduit or housing still inserted. You must include the model number of the product (if available), the original date of purchase, proof of purchase and the nature of the alleged product failure or defect. Products returned without shipping charges prepaid will be refused. For questions or inquiries, in the U.S. call 1.877.238.4826.

If, after inspection, we find that a product covered by this Limited Warranty has failed due to a defect in material or workmanship during the specified Warranty Period, we will repair or replace, at our sole option, free of charge, the defective product during normal working hours and through a place of business as determined by QuickFitting.

Notwithstanding anything to the contrary in this Limited Warranty, if QuickFitting determines that any damages to the real property in which a defective product was installed were the direct result of a failure caused by a defect in material or workmanship in any QuickFitting product covered by this Limited Warranty and occurring within the first five years after date of purchase or during the applicable Warranty Period, whichever is shorter, and if reasonable steps were taken to promptly limit or stop the effects of such failure as soon as it was discovered, then QuickFitting will reimburse the property owner for the reasonable costs of repairing or replacing such damaged real property to include flooring, drywall and painting and other real property damaged by the incident directly caused by the allegedly defective QuickFitting product when the QuickFitting product was installed by a licensed professional electrical contractor. Except as specified above or otherwise specifically authorized in writing by QuickFitting, QuickFitting shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

QuickFitting shall not be responsible for any other incidental, indirect, contingent, special or consequential damages, including without limitation, economic loss, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse chemical environments, or any other circumstances over which QuickFitting has no control. This limitation applies even if QuickFitting could have foreseen or has been advised of the possibility of these damages. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Any remaining warranty
coverage may not be assigned or transferred after the period ending five years following the installation. QuickFitting does not guarantee or in any way warrant the integrity or workmanship of the contractor/installer.

CONTRACTOR SPECIAL WARRANTY

Quick Fitting Holding Company, LLC (“Supplier”) is pleased to offer this special warranty to its authorized contractors. In order to qualify as an authorized contractor, you must:

- Be a professional plumbing contractor in good standing, holding all registrations and licenses required by the state or states in which you operate; and

- Have completed any of Supplier’s required training programs (if offered), be up to date on all supplemental training required by the Supplier with respect to its products (if offered), and hold a current certification from Supplier (if offered); and

- Not be in breach or violation of any agreements with Supplier, including without limitation, any payment obligations.

Supplier warrants, solely to its authorized contractors with respect to their products (see below), that if any of Supplier's products fail in a manner that would be covered by Supplier's applicable published product warranties prior to the Warranty Termination Date (as defined below), in addition to Supplier's obligations under such published warranties, Supplier will reimburse its authorized contractors for all of their out-of-pocket expenses incurred in repairing any property damage proximately caused by the failure of Supplier's product.

In order to activate the contractor special warranty described above, an authorized contractor must have registered the products that it claims have failed by registering them at https://share.hsforms.com/1ulS8VGRSSm14o1sefw2eA5gc48 within 48 hours of their initial installation.

As used above, the term “Warranty Termination Date” means the earlier of: (1) the date the product warranty expires, (2) the seventh anniversary of installation of the product, or (3) the date that the structure in which the product is installed is sold or otherwise transferred.

The foregoing limited warranty is void with respect to, and does not cover any product that: (1) was installed by a person other than an authorized contractor, (2) was not supplied by Supplier or one of its authorized distributors, (3) was improperly installed, or (4) has become defective through accident, misuse, unreasonable use or abuse, negligence, casualty, acts of God or other acts normally considered as “force majeure”.

Claims for breach of warranty must be made immediately upon discovery (and in all cases, within 30 days after the product failure) by completing and submitting Supplier’s Professional Warranty Claim Form, and complying with all of Supplier’s reasonable instructions. This may require submission of photographs and delivery of the product that is claimed to have failed. Supplier’s determination, in its sole discretion, as to whether the above warranty is applicable to a particular alleged product failure shall be final and binding.

The warranty and remedies set forth above are exclusive, non-transferrable and in lieu of all others, oral or written, expressed or implied. **SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PRODUCTS AND COMPONENTS, EXCEPT AS SET FORTH ABOVE AND IN ITS PUBLISHED WARRANTIES. SUPPLIER RESERVES THE RIGHT TO CHANGE THE WARRANTY POLICY SET FORTH HEREIN AT ANY TIME WITHOUT NOTICE OR LIABILITY TO PURCHASER OR ANY OTHER PERSON. EXCEPT AS SET FORTH ABOVE, ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. EXCEPT AS OTHERWISE EXPRESSLY EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE GOODS OR CAUSED BY PRODUCT DEFECTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN.**

**CONDITIONS APPLYING TO ALL WARRANTIES**

QuickFitting Holding Company, LLC does not warrant the design, assembly, or installation of the system using QuickFitting or any other brand, but only the components as stated in the applicable warranty. QuickFitting is not responsible for improper design, assembly or installation, or for any modifications of the QuickFitting products.

**THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEROF. THE EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE ONLY AS STATED HEREIN.**