



# Design & Installation Manual Indiana



onsite  
chambers  
by



Manufacturer: Prinsco, Inc.  
Product: Pro4®/36  
Date: January 2025

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## 1. Pro4®/36 Product Sheet



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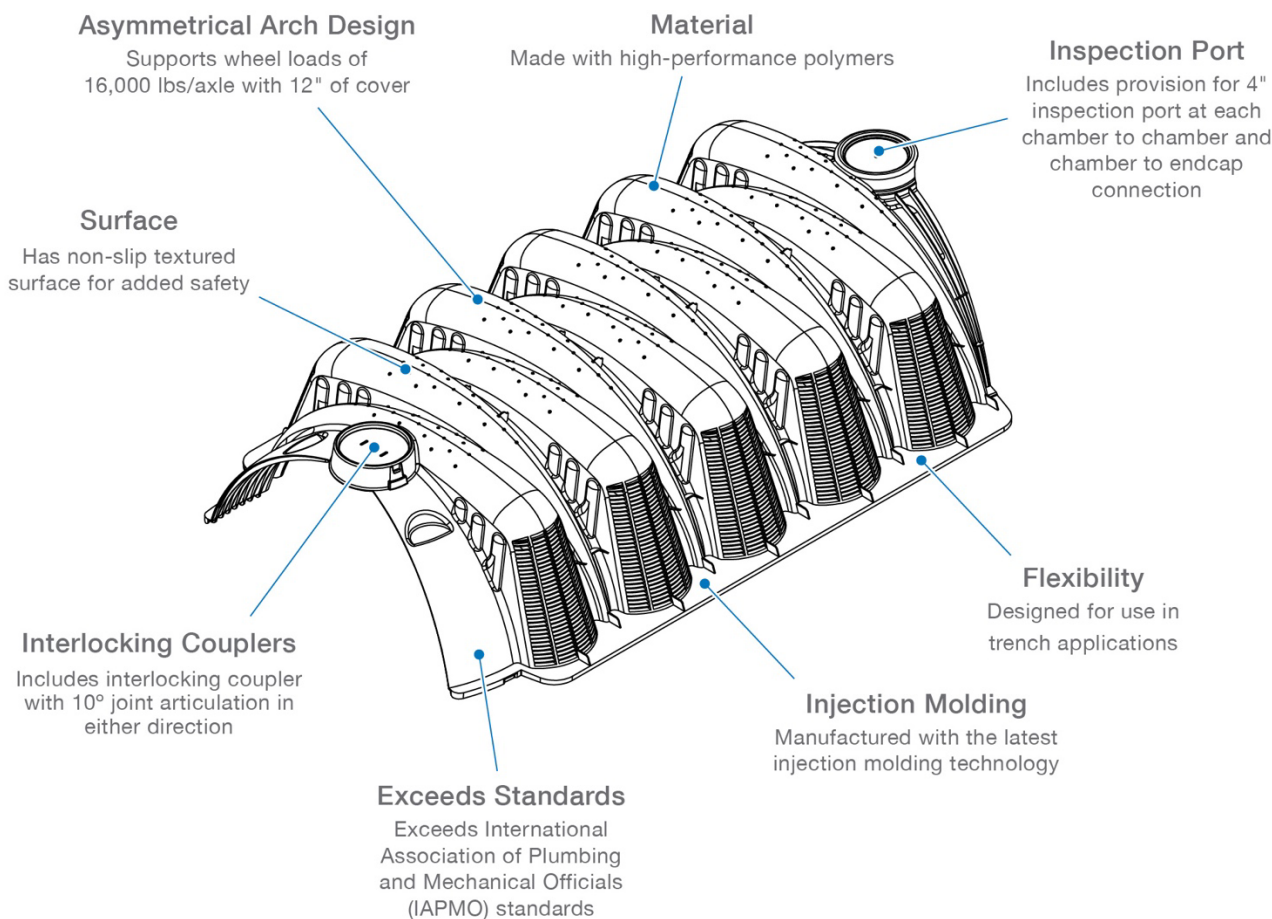
### 1.1 General

Pro4®/36 Chambers are a highly efficient, gravelless drainfield solutions for residential and commercial septic systems. They were specifically designed for professional contractors who are looking for cost efficiency, delivery convenience, ease of installation, and application flexibility while maximizing drainfield infiltration area.

Pro4®/36's unique, asymmetrical arches provide maximum structural performance to meet the demands of today's drainfield installations. Their interlocking coupler allows for 10° of joint articulation in either direction for contoured trench or bed applications.



### 1.2 Performance



## 2. Pro4®/36 System Sizing

Soil Load Rate (GPD/ft²)	Number of Bedrooms											
	2			3			4			5		
	Conv. Gravel Trench (ft²)	# Pro4®/36,LP,HC	Chamber Trench Length (ft)	Conv. Gravel Trench (ft²)	# Pro4®/36,LP,HC	Chamber Trench Length (ft)	Conv. Gravel Trench (ft²)	# Pro4®/36,LP,HC	Chamber Trench Length (ft)	Conv. Gravel Trench (ft²)	# Pro4®/36,LP,HC	Chamber Trench Length (ft)
1.20	250	19	76	375	24	96	500	32	128	625	40	160
0.75	400	25	100	600	38	152	800	50	200	1000	63	252
0.60	500	32	128	750	47	188	1000	63	252	1250	79	316
0.50	600	38	152	900	57	228	1200	75	300	1500	94	376
0.30	1000	63	252	1500	94	376	2000	125	500	2500	157	628
0.25	1200	75	300	1800	113	452	2400	150	600	3000	188	752

2.1 Table 1: Pro4®/36 System Sizing

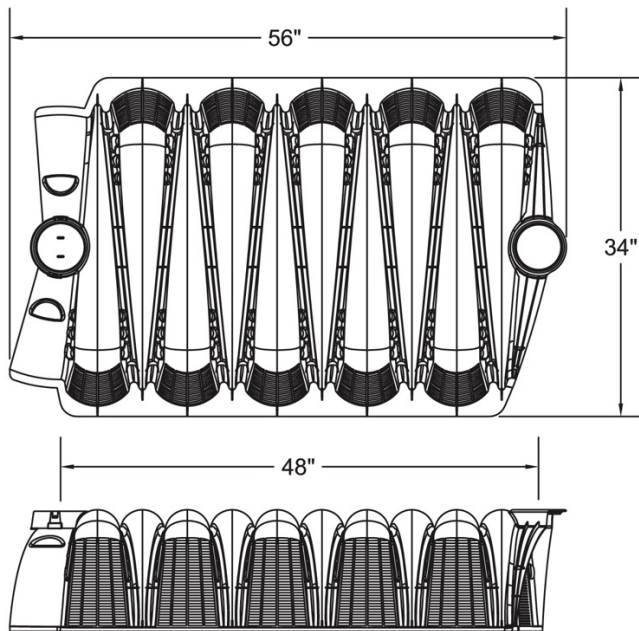
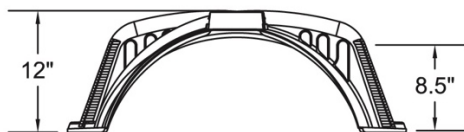
**Note:** This chart is to be used for residential systems with Prinsco's Pro4®/36 chambers only.

### 3. Pro4®/36 Specification



Pro4/36 Specifications	
Chamber Size (L x W x H)	56" x 34" x 12" (1422 x 864 x 305 mm)
Effective Length	48" (1219 mm)
Chamber Storage	51 gal (193 L)
Sidewall Height	8.5" (216 mm)
Open Bottom Area	9.8 ft <sup>2</sup> (0.9 m <sup>2</sup> )

3.1 Table 2: Pro4®/36 Chamber Specifications



#### CHAMBER LOADING

Pro4/36 chambers meet H-10 loading requirements which support axle loads up to 16,000 lbs when installed with 12" minimum cover over the chamber. See the Pro4 Installation guides for more information.

#### CHAMBER COUPLING

Pro4/36 chamber coupling supports a pivot of 10 degree left or right. Each coupler has a locking mechanism and the capability to support a 4" inspection port. The direction of installation is located on top of the chamber.

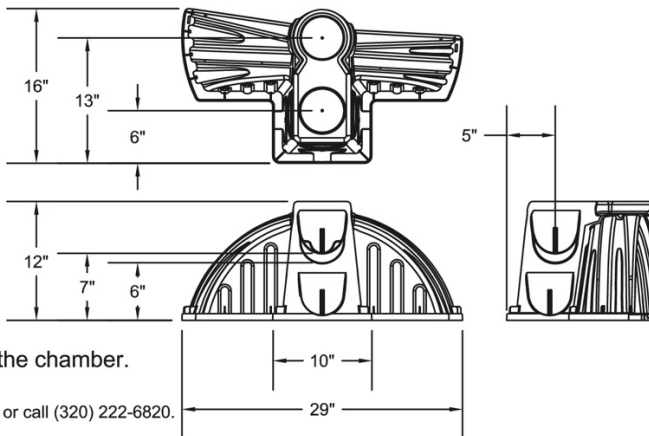
Pro4/36 Endcap Specifications	
Endcap Size (L x W x H)	16" x 29" x 12" (406 x 737 x 305 mm)
Effective Length	13" (330 mm)
Invert Elevations	6", 7"
Weight	3.4 lbs (1.2 kg)

3.2 Table 3: Pro4®/36 Endcap Specifications

Pro4/36 Endcap can be installed at either end of the chamber.

Prinsco's Pro4 Limited Warranty is available at [www.Prinsco.com](http://www.Prinsco.com) or call (320) 222-6820.

For questions and technical support: Please contact Prinsco Technical Services at (320) 222-6820 or visit us at [www.Prinsco.com](http://www.Prinsco.com).

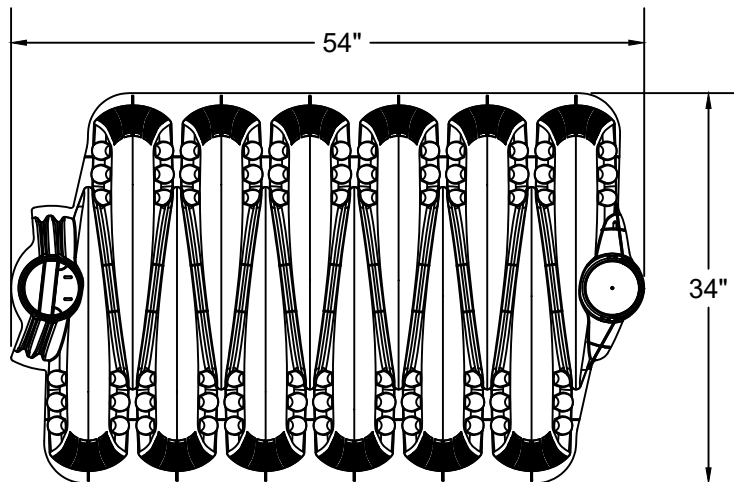




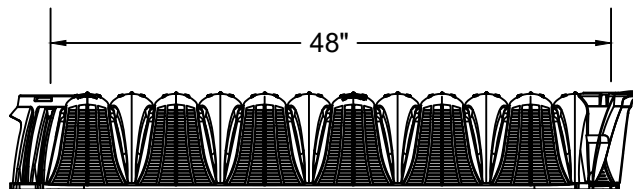
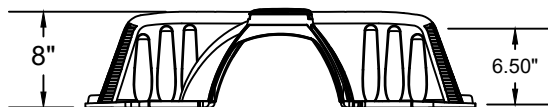
# **PRO 4®/36LP**

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Pro4/36 LP® Specifications	
Chamber Size (L x W x H)	54" x 34" x 8" (1371 x 864 x 203 mm)
Effective Length	48" (1219 mm)
Chamber Storage	32 gal (121 L)
Sidewall Height	6.5" (165 mm)
Open Bottom Area	9.44 ft² (0.88 m²)
Weight	14 lbs (6.35 kg)



3.3 Table 4: Pro4®/36LP Chamber Specifications



## CHAMBER LOADING

Pro4/36 LP® chambers meet H-10 loading requirements which support axle loads up to 16,000 lbs when installed with 12" minimum cover over the chamber. See the Pro4® Installation guides for more information.

## CHAMBER COUPLING

Pro4/36 LP® chamber coupling supports a pivot of 10 degree left or right. Each coupler has a locking mechanism and the capability to support a 4" inspection port. The direction of installation is located on top of the chamber.

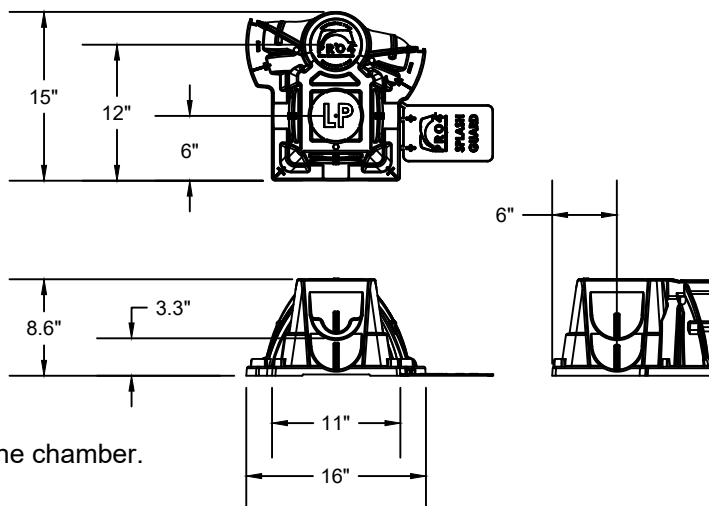
Pro4 LP® Endcap Specifications	
Endcap Size (L x W x H)	15" x 16" x 8.6" (381 x 406 x 218 mm)
Effective Length	12" (304 mm)
Invert Elevations	3.3"
Weight	2.1 lbs (0.95 kg)

3.4 Table 5: Pro4®/36LP Endcap Specifications

Pro4 LP® Endcaps can be installed at either end of the chamber.

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DRAWN BY: ZJJ	DATE: 27-Mar-24	DRAWING NUMBER: TN-5-017	
SCALE: NTS	SHEET: 1 OF 1		

# **PRO 4® / 36HC**

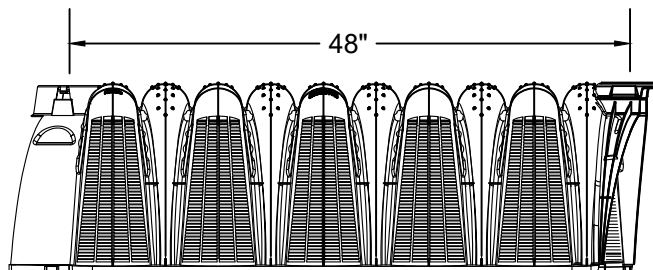
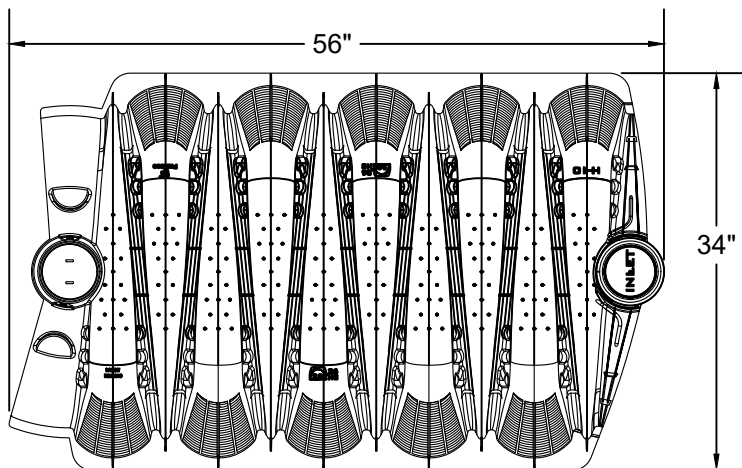
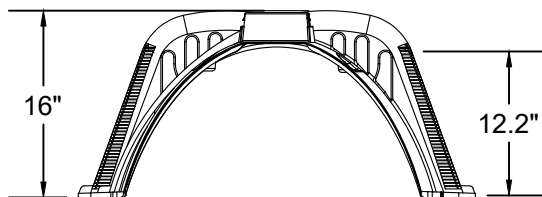
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The Pro4/36 HC chamber is designed for High Capacity installations that benefit from increased storage volume and sidewall height.

Pro4/36 HC Specifications	
Chamber Size (L x W x H)	56" x 34" x 16" (1422 x 864 x 406 mm)
Effective Length	48" (1219 mm)
Chamber Storage	65 gal (246 L)
Sidewall Height	12.2" (305 mm)
Open Bottom Area	9.8 ft <sup>2</sup> (0.9 m <sup>2</sup> )
Weight	16.2 lbs (7.3 kg)

3.5 Table 6: Pro4®/36HC Chamber Specifications



## CHAMBER LOADING

Pro4/36 HC chambers meet H-10 loading requirements which support axle loads up to 16,000 lbs when installed with 12" minimum cover over the chamber. See the Pro4 Installation guides for more information.

## CHAMBER COUPLING

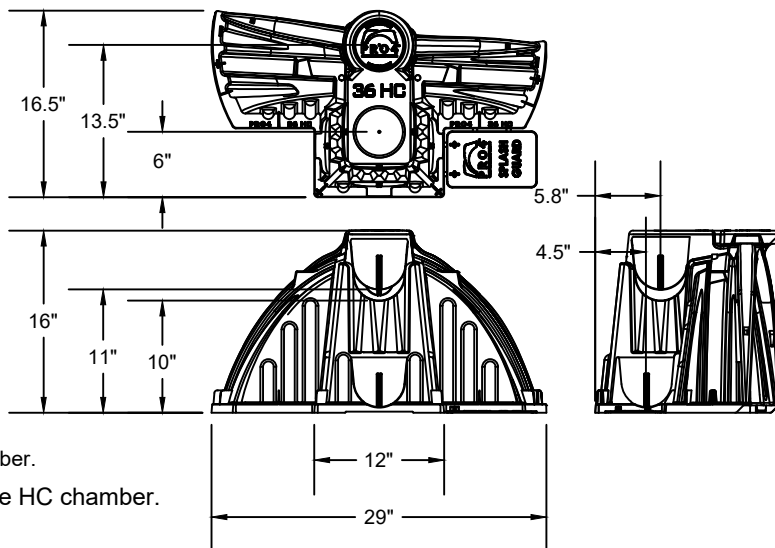
Pro4/36 HC chamber coupling supports a pivot of 10 degrees left or right. Each coupler has a locking mechanism and the capability to support a 4" inspection port.

Pro4/36 HC Endcap Specifications	
Endcap Size (L x W x H)	16.5" x 29" x 16" (419 x 737 x 406 mm)
Effective Length	13.5" (343 mm)
Invert Elevations	0.5", 10", 11", 16"
Weight	4.5 lbs (2 kg)

3.6 Table 7: Pro4®/36HC Endcap Specifications

Pro4 HC® Endcaps can be installed at either end of the chamber.

Pro4/36 HC Endcap can be installed at either end of the HC chamber.



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TITLE: PRO4/36 HC - SPECIFICATION DETAIL

DRAWN BY: ZJJ DATE: 30-Jan-24 DRAWING NUMBER:  
SCALE: NTS SHEET: 1 OF 1 TN-5-009

## 4. Gravity Trench Installation

### 4.1 Overview

Prinsco Pro4®/36 Chambers are a highly efficient, gravelless drainfield solution for residential and commercial septic systems. They were specifically designed for professional contractors who are looking for cost efficiency, delivery convenience, ease of installation, and application flexibility while maximizing drainfield infiltration area.

Pro4®/36 chambers are designed to exceed the requirements of the International Association of Plumbing and Mechanical Officials (IAPMO) standards. The Pro4®/36's unique, asymmetrical arches provide maximum structural performance to meet the demands of today's drainfield installations. Their interlocking coupler allows for 10° of joint articulation in either direction for contoured trench or bed applications.

### 4.2 Gravity Trench Installation

Before you begin the installation, read these instructions and any documents referenced in it. Pro4®/36 chambers may only be installed per State and/or local regulations and, like all drainfields, must have prior site and soil conditions approved. Contact your local health department if the chamber installation requirements need clarification.

### 4.3 Required materials and tools:

- Pro4®/36 Chambers and Endcaps
- PVC pipe and couplings
- Excavating equipment
- Leveling equipment
- Shovel and rake
- Measuring device
- Cordless drill, drill-bits, and hole-saw

### 4.4 Site Preparation

Do not install the system when there are wet soil conditions. Install erosion control prior to installation if necessary to protect the site.

**Step 1:** Establish the location of the system components, including trenches and mark out accordingly. Set the elevations for the system components and chamber system according to plan and the construction permit requirements. Refer to the Vehicle Loading section for specified cover requirements. Follow minimum trench spacing per the construction permit requirements.

**Step 2:** Trenches shall be level. Trench width shall be 36 inches for Pro4®/36 chambers.

**Step 3:** Clear any debris within the trench and scarify surfaces.

**Note:** Special care should be taken to minimize foot traffic on the trench bottom.

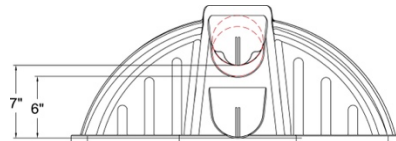
**Step 4:** Perform a final elevation check on each trench and system components before installing chambers.

### 4.5 Preparing the Pro4®/36 Endcaps

Use the appropriate Pro4®/36 Endcap Model per Pro4®/36 Chamber Size, see Endcap Specifications.

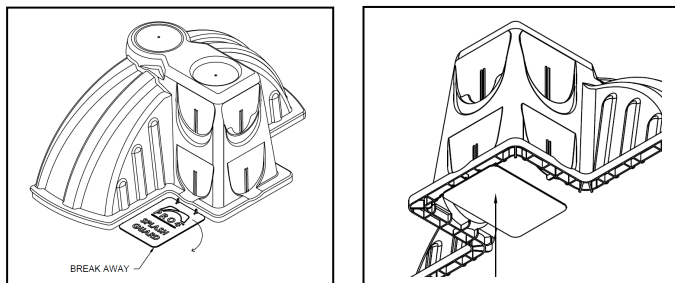
**Step 1:** Drill an opening in the endcap with a hole saw where the inlet pipe will be inserted. Select the drill point based upon the invert elevation and hole size. Pro4®/36 Endcaps can accommodate up to 4" Schedule 40 and SDR-35 pipe.

### 4.6 Pro4®/36 Endcap Inlet Drill Locations



**Step 2:** Install the splash guard by removing the guard from the endcap and inserting the risers of the guard into the channels underneath the endcap footer.

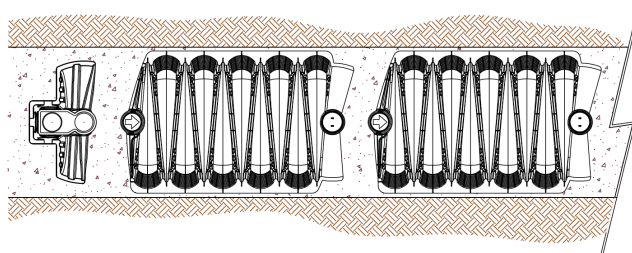
**Note:** A concrete paver (8"x8"x1") may be used as an alternative.



### 4.7 Installing the System / Chamber Assembly

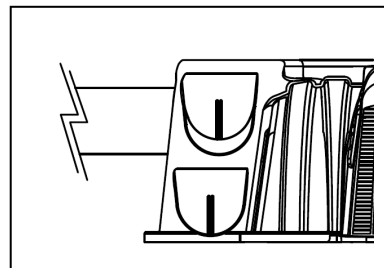
**Step 1:** Check the elevation of the invert and make sure it is aligned with the effluent sewer pipe.

**Step 2:** Position the first chamber within the start of the trench. The end of the chamber marked INLET begins the row and should be facing the effluent sewer pipe, the arrow should be pointing toward the end of the lateral.



**Step 3:** Place the prepared endcap over the chamber and make sure it is aligned with the effluent sewer pipe. The endcap will snap into place with locking tabs when pressed down on the chamber.

#### Inlet Option



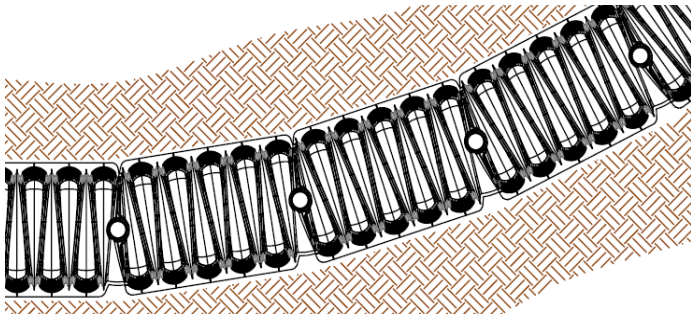
**Step 4:** Insert the inlet pipe into the prepared endcap opening. The effluent sewer pipe should be inserted at least 2".



**Step 5:** With another chamber, place the coupler end marked INLET over the previously placed chamber, press down the overlap until a noticeable "click" is heard. The chamber-to-chamber coupler has a positive locking feature designed to keep the chambers secure during backfill.

**Note:** Chambers can be disengaged by lifting the end of chamber away from the connection. Multiple disengagements may cause the locking tabs to break. If this occurs, a screw may be used to connect the chambers.

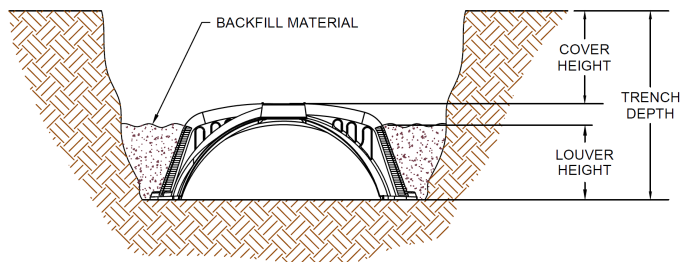
**Step 6:** For installation following contours, rotate the chambers to align with the trench contour. Pro4®/36 chambers joints can rotate a maximum of 10° in both directions.



**Step 7:** Continue installing the chambers until the lateral is complete.

**Step 8:** Install an endcap on the last chamber in the trench.

**Step 9:** Once all the chambers and endcaps are installed in the trench lateral, begin backfilling with soil around the sides of the chamber and around the endcaps by hand. Fill soil just above the top of the sidewall louvers. Remove any large rocks that meet the sidewalls.



**Step 10:** Compact this soil by walking along the sides of each chamber.

**Note:** Walking in the soil is an important step that will keep the chambers from shifting during final backfill and provide the necessary support when covering the system.

**Step 11:** Follow this process for each trench.

#### 4.8 Installing the Optional Inspection Port

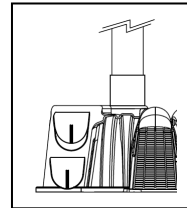
Pro4®/36 Chambers are designed to accommodate an optional inspection port at the beginning and end of trench laterals and mid-line at 4-foot intervals.

**Step 1:** On the marked area on the chamber or endcap, use a hole saw to drill for the inspection port pipe. The top cut-out sections can accommodate up to 4" Schedule 40 pipe.

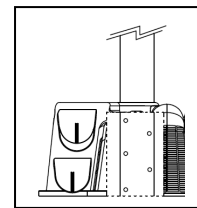
**Step 2:** Insert the section of pipe into the cutout port based on the desired method:

*Method A: Pipe extends down a few inches, supported by a pipe coupler.*  
*Method B: Pipe extends down to trench bottom with multiple holes at various elevation.*

Method A



Method B



**Step 3:** Secure the pipe using a screw through the coupler/endcap ring.

**Step 4:** Fasten either a threaded clean out cap or non-threaded cap to the end of the inspection pipe at the specified length to allow access after covering the system.

#### 4.9 Covering the Pro4®/36 Chamber System

State and local codes require that chamber systems be inspected and approved prior to backfilling by a health official or other official with jurisdiction.

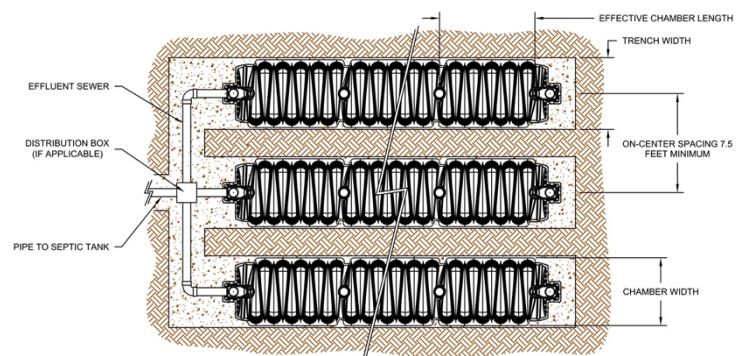
**Step 1:** Begin by backfilling the trenches with soil using a track-hoe or back-hoe. Remove any large rocks from the soil before backfilling.

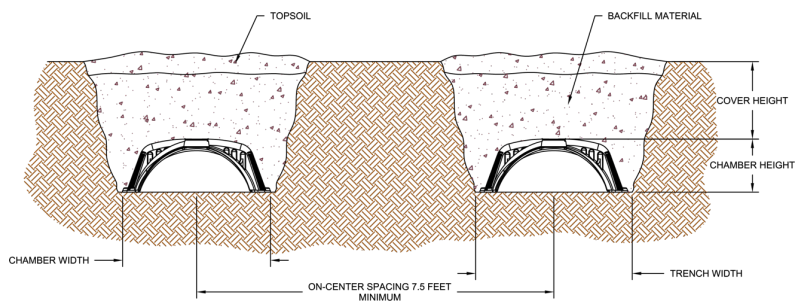
**Note:** A minimum of 12" of compacted cover is required before a vehicle can drive over the chamber system. Refer to Vehicle Loading for requirements.

**Step 2:** It is recommended to allow for soil settling by adding 3-4 additional inches of soil cover. This additional soil will also help protect against potential erosion.

**Step 3:** To prevent further erosion, covering the system with seed or sod is required.

**Step 4:** For new construction, it is recommended to mark the area around the system to prevent construction vehicles from unknowingly driving over the system.





#### 4.10 Vehicle Loading

When operating a vehicle near a chamber drain field system, avoid driving directly over the top of the chamber. Pro4®/36 Chambers require a minimum of 12" of compacted cover over the top of chambers to support AASHTO H-10 loading. This loading is equivalent to 16,000 lbs. axle weight. When backfilling and driving over a chamber system, do not travel parallel over the length of the chamber rows, but rather perpendicular. Additional soil compaction may occur if heavy equipment is operated over a system. Do not drive over the system when backfilling with sand.

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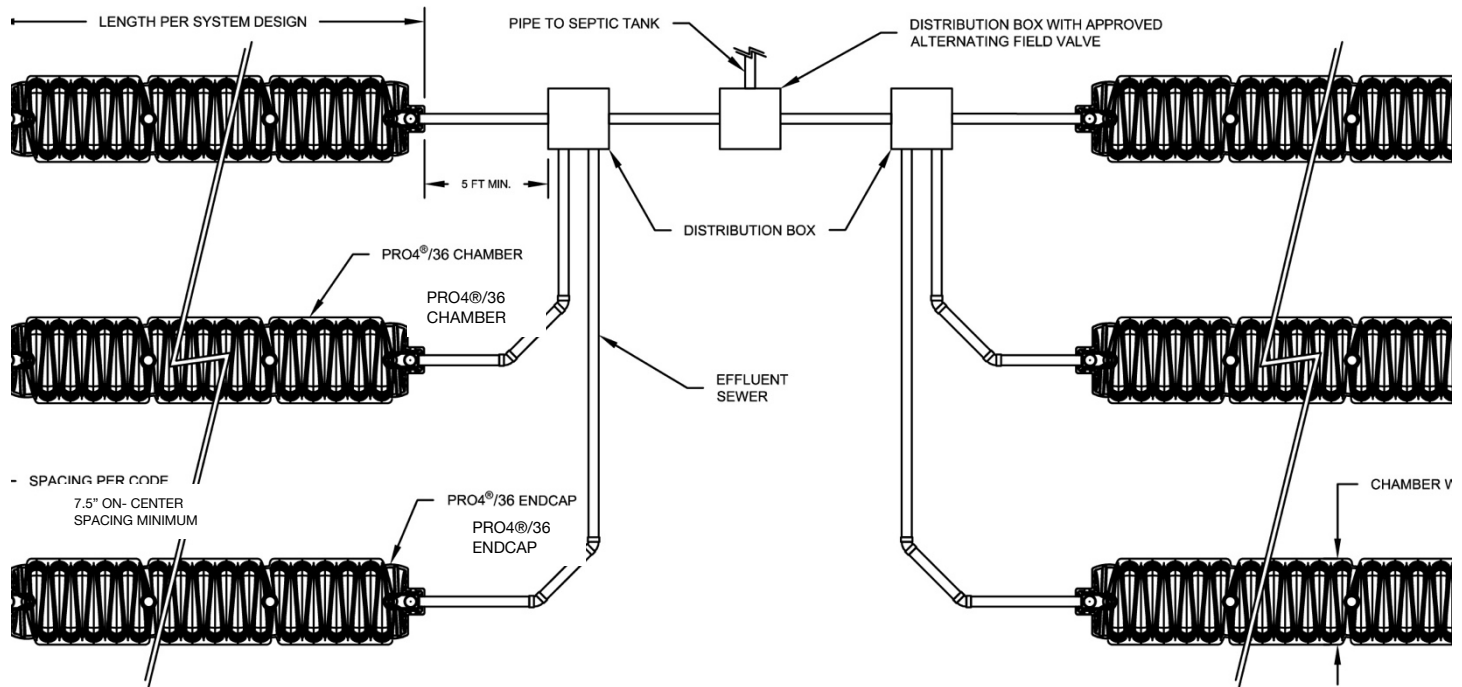
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## 5. Alternating Gravity Trench System

### 5.1 Chamber System Configuration

**Note:** A dose tank is required when either side of the field exceeds 500 LF.

#### PRO4®/36 ALTERNATING GRAVITY TRENCH DETAIL

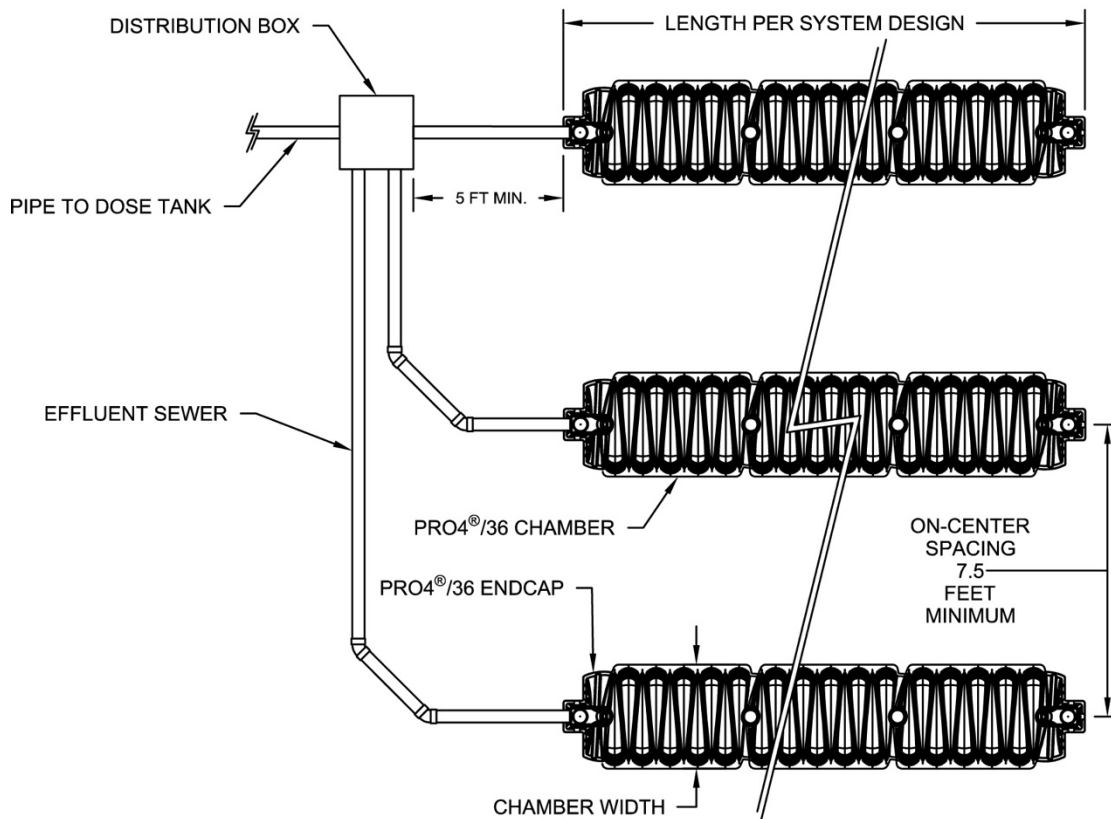


## 6. Flood Dosed Trench System

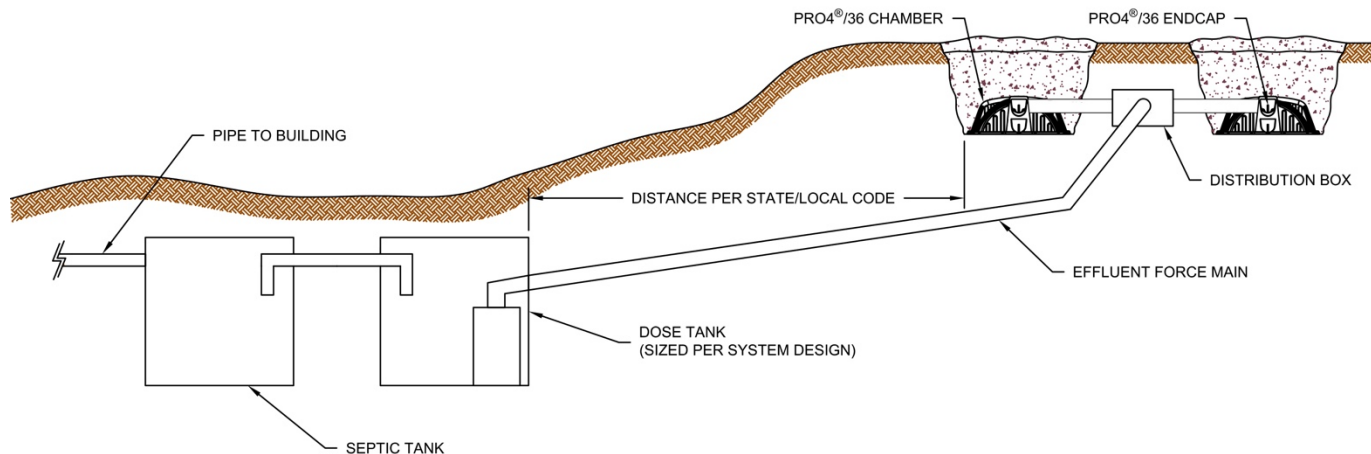
### 6.1 Chamber System Configuration

Effluent in a flood dosed system is pumped to a distribution box in a predetermined dose volume. The effluent then enters the chamber soil absorption field trenches via gravity distribution.

#### PRO4<sup>®</sup>/36 FLOOD DOSED TRENCH DETAIL PLAN VIEW



#### PRO4<sup>®</sup>/36 FLOOD DOSED TRENCH DETAIL ELEVATION VIEW



## 7. Pressure Distribution Installation

### 7.1 Overview

Prinsco Pro4®/36 Chambers are a highly efficient, gravelless drainfield solution for residential and commercial septic systems. They were specifically designed for professional contractors who are looking for cost efficiency, delivery convenience, ease of installation, and application flexibility while maximizing drainfield infiltration area.

Pro4®/36 chambers are designed to exceed the requirements of the International Association of Plumbing and Mechanical Officials (IAPMO) standards. The Pro4®/36's unique, asymmetrical arches provide maximum structural performance to meet the demands of today's drainfield installations. Their interlocking coupler allows for 10° of joint articulation in either direction for contoured trench or bed applications.

### 7.2 Pressure Distribution Installation

Before you begin the installation, read these instructions and any documents referenced in it. Pro4®/36 chambers may only be installed per State and/or local regulations and, like all drainfields, must have prior site and soil conditions approved. Contact your local health department if the chamber installation requirements need clarification.

#### Required materials and tools:

- Pro4®/36 Chambers and Endcaps
- PVC pipe and couplings
- Excavating equipment
- Leveling equipment
- Shovel and rake
- Measuring device
- Cordless drill, drill-bits, and hole-saw

### 7.3 Site Preparation

*Do not install the system when there are wet soil conditions. Install erosion control prior to installation if necessary to protect the site.*

**Step 1:** Establish the location of the system components, including trenches and mark out accordingly. Set the elevations for the system components and chamber system according to plan and the construction permit requirements. Refer to the Vehicle Loading section for specified cover requirements. Follow minimum trench spacing per the construction permit requirements.

**Step 2:** Trenches shall be level. Trench width shall be 36 inches for Pro4®/36 chambers.

**Step 3:** Clear any debris within the trench and scarify surfaces.

**Step 4:** Place pressure lateral pipe on the ground for each chamber row.

**Note:** Follow local and state pressure distribution regulations when preparing the pipe.

**Step 5:** Drill pressure distribution lateral orifices per plan (diameter and spacing). Orifices should be located at the top of the pipe, spraying up into the chamber.

**Step 6:** Drill a drain hole at the end of the pressure lateral on the bottom to allow for pipe drainage after each dose. Drain holes must be above the splash plate to prevent erosion.

**Note:** A pressure test (squirt test) may be required by the local health department prior to chamber installation.

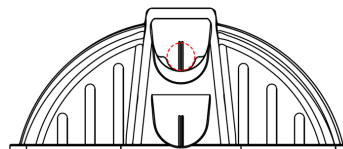
### 7.4 Preparing the Pro4®/36 Endcaps

Use the appropriate Pro4®/36 Endcap Model per Pro4®/36 Chamber Size, see Endcap Specifications.

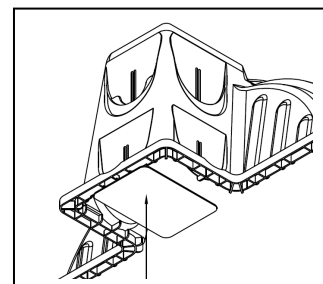
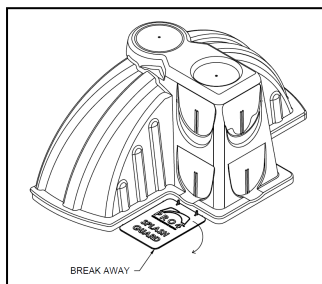
**Step 1:** Drill an opening in the endcap at the elevation where the pressure pipe will run. The endcap can accommodate up to 2" Schedule 40 pipe.

**Note:** The pressure distribution lateral is installed using pipe hanging ties near the ceiling of chamber.

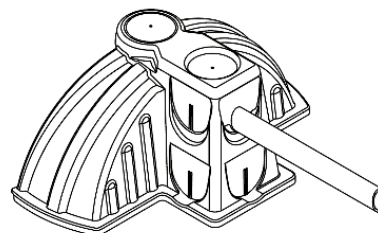
### 7.5 Pro4®/36 Endcap Pressure Pipe Drill Location



**Step 2:** Install the splash guard by removing the guard from the endcap and inserting the risers of the guard into the channels underneath the endcap footer.



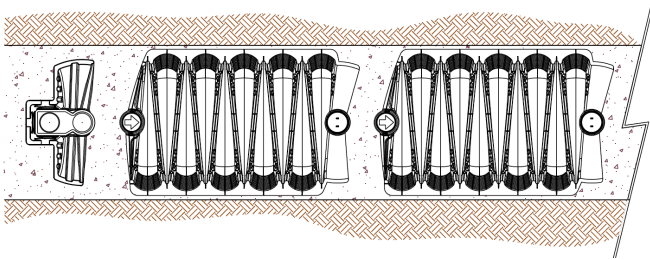
**Step 3:** Insert the pressure distribution lateral through the drilled endcap hole and connect the pressure distribution lateral to the pressure network consistent with the plans and permit.



### 7.6 Installing the System / Chamber Assembly

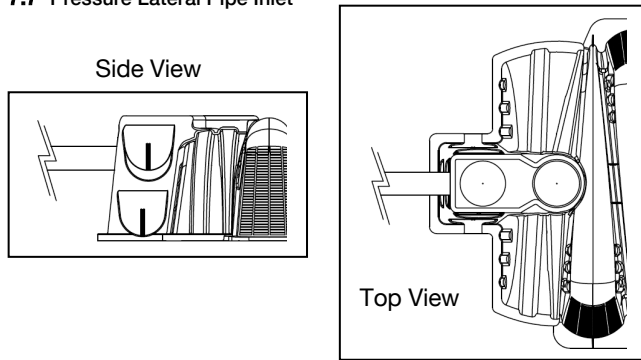
**Step 1:** Position the first chamber within the start of the trench. The end of the chamber marked INLET begins the row and should be facing the pressure lateral pipe, the arrow should be pointing toward the end of the lateral.





**Step 2:** Move the prepared endcap along the pressure lateral and over the chamber coupler. The endcap will snap into place with locking tabs when pressed down on the chamber.

### 7.7 Pressure Lateral Pipe Inlet



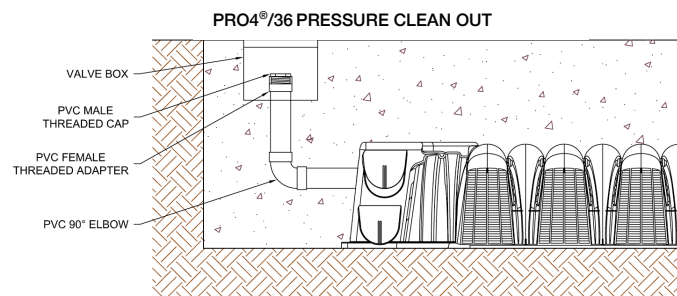
**Step 3** (Hanging the pressure distribution lateral): Using plastic pipe hanging ties, fasten the pressure pipe to the ceiling of the chamber at back end using the drain hole slots on the coupler. All perforated pressure distribution lateral must be positioned within the chambers.

**Step 4:** With another chamber, place the coupler end marked **INLET** over the previously placed chamber. The chamber-to-chamber coupler has a positive locking feature designed to keep the chambers secure during backfill.

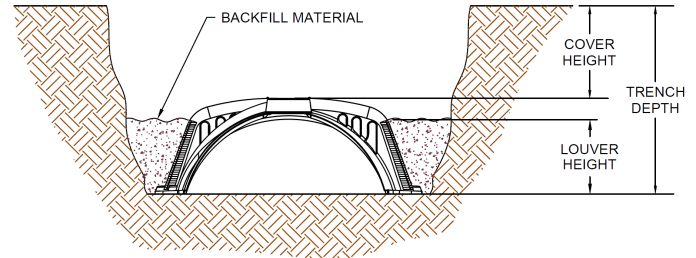
**Step 5:** For installation following contours, rotate the chambers to align with the trench contour. Pro4®/36 chamber joints can rotate a maximum of 10° in both directions.

**Step 6:** Continue installing the chambers until the lateral is complete.

**Step 7:** Install an endcap on the last chamber in the trench. If the pressure distribution lateral is hanging, do not use a hanging tie on the last chamber; rather let the endcap support the distribution lateral. It is recommended to install a clean-out for drainfield maintenance and flushing at the end of each lateral.



**Step 8:** Once all the chambers and endcaps are installed in a trench lateral, begin backfilling with soil around the sides of the chamber and around the endcaps. Fill soil just above the top of the sidewall louvers. Remove any large rocks that meet the sidewalls.



**Step 9:** Compact this soil by walking along the sides of each chamber.

*Note: Walking in the soil is an important step that will keep the chambers from shifting during final backfill and provide the necessary support when covering the system.*

**Step 10:** Follow this process for each trench.

### 7.8 Installing the Optional Inspection Port

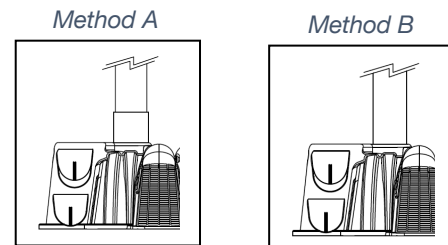
Pro4®/36 Chambers are designed to accommodate an optional inspection port at the beginning and end of trench laterals and mid-line at 4-foot intervals.

**Step 1:** On the marked area on the chamber or endcap, use a hole saw to drill for inspection port pipe. The top cut-out sections can accommodate up to 4" Schedule 40 pipe.

**Step 2:** Insert the section of pipe into the cutout port based on the desired method:

*Method A: Pipe extends down only a few inches, supported by a pipe coupler.*

*Method B: Pipe rests on the lip of the chamber.*



**Step 3:** Secure the pipe using a screw thru the coupler ring.

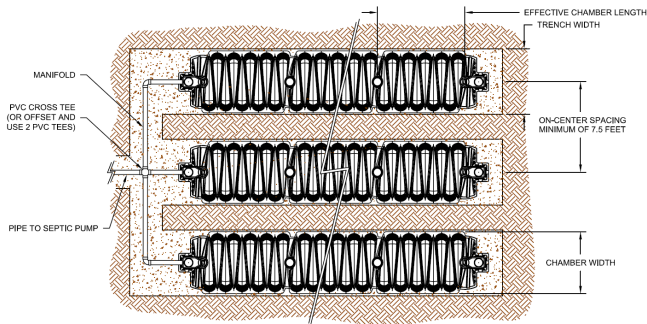
**Step 4:** Fasten either a threaded clean out cap or non-threaded cap to the of the inspection pipe at the specified length to allow access after covering the system.

### 7.9 Covering the Pro4® Chamber System

State and local codes require that chamber systems be inspected and approved prior to backfilling by a health official or other official with jurisdiction.

**Step 1:** Begin by backfilling the trenches with soil using a track-hoe or back-hoe. Remove any large rocks from the soil before backfilling.

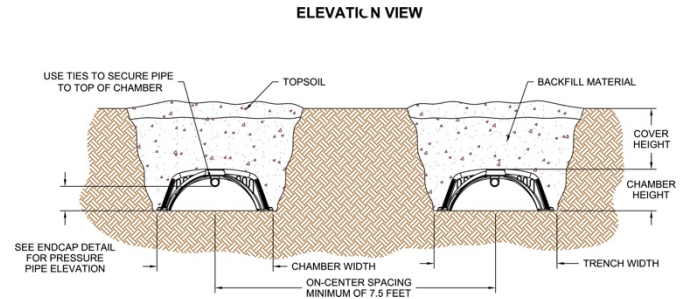
*Note: A minimum of 12" of compacted cover is required before a vehicle can drive over the chamber system. Refer to Vehicle Loading for requirements. Pro4®/36 chamber trench applications allow for a maximum of 8' of cover.*



**Step 2:** It is recommended to allow for soil settling by adding 3-4 additional inches soil the system. This additional soil will also help protect against potential erosion.

**Step 3:** To prevent further erosion, cover the system with seed or sod.

**Step 4:** For new construction, it is recommended to mark the area around the system to prevent construction vehicles from unknowingly driving over the system.



## 8. Homeowner's Guide

### 8.1 Caring for your Pro4®/36 Septic Chamber system

#### Three Main Components

- Household Plumbing – functions to; transport used wastewater to septic system.
- Septic Tank – functions to; separate liquids & solids, primary bacterial treatment of organic solids, stores solids until removal by pumping, delivers liquids to soil treatment field.
- Soil Treatment System – functions to; remove bacteria and viruses, reduces nitrogen & phosphorus, and recycles water into ground.

#### Care & Best Management Practices

##### Household Plumbing:

- Limit water use -repair any leaks, use low-water-use appliances and fixtures
- Spread water use throughout the day & week
- Minimize the use of harsh cleaners & detergents
- Keep grease, medications, chemicals, and feminine hygiene products out of your system

##### Septic Tank:

- Pump solids from tank every 3-5 years or when solids build up
- Inspect baffles and/or outlet filters at time of cleaning
- Install & insulate manhole risers to grade for safe access
- Keep lids closed and secure
- Do not use septic tank additives

##### Soil Treatment System (Pro4®/36 Chambers):

- Maintain good vegetative cover over system
- Keep vehicle traffic off system
- Do not plant trees over system area
- Keep roof drains and other rainwater drainage away from tank & drainfield
- Help prevent system freezing:
  - Inspect pipe covers each Fall,
  - Maintain normal daily use over the winter,
  - If you are gone for extended periods, arrange for some water use, or have your tank pumped.

#### Find more information on the web at:

<https://www.epa.gov/septic/how-care-your-septic-system>

## 9. Limited Warranty

PRINSCO, INC

### TERMS AND CONDITIONS OF SALE AND

#### STATEMENT OF LIMITED WARRANTY

1. **LIMITED WARRANTY AND LIMITATION OF LIABILITY.** Prinsco warrants to the original purchaser ("Holder"), that our products conform only to the applicable national standards as listed in Prinsco's publicly available corresponding product specifications documents, and are free from defects in materials and workmanship under normal use and service. Improper installation or use and/or any unauthorized repair, modification or alteration of our products will void this warranty. Prinsco gives no warranty and makes no guarantee of the results to be obtained from the use of our products (this includes no assurances of performance). For uninstalled product, this warranty shall be effective only if Prinsco receives notice from the Holder, in writing, of a claim within fifteen (15) days after the defect was or should have been discovered and within one (1) year from the date of our shipment of the product. For installed product, this warranty shall be effective only if Prinsco receives notice from the Holder, in writing, of a claim within thirty (30) days after the defect was or should have been discovered and within one (1) year from the date of our shipment of the product. In addition to the foregoing notice requirements for installed product, this warranty shall not be effective unless Prinsco is given a timely and reasonable opportunity to review the installed product as installed and prior to any removal and/or repair. A review may be requested by contacting Prinsco, during normal business hours, at 1-800-992-1725.

This warranty shall be effective only if the products are installed as required for all site conditions and in accordance with state and local codes, applicable product or industry specification and guidelines, Prinsco's installation recommendations, and other applicable laws. Specifically excluded from this Limited Warranty are product damages resulting from ordinary wear and tear, unauthorized repairs or modifications, misuse, abuse, neglect, or any other damage not caused by Prinsco.

Prinsco's liability under this agreement or otherwise is limited to, at Prinsco's sole election, repair or replacement of the product as to which a claim has been properly made, or refund, in an amount not to exceed the original purchase price. Our selection of one of these alternatives shall be Buyer's exclusive remedy. **IN NO CASE WILL WE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, REMOVAL OR INSTALLATION COSTS, DOWNTIME, DAMAGE TO OTHER PROPERTY, LOSS OF BUSINESS OR PROFITS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

THIS LIMITED WARRANTY SET FORTH HERIN IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. PRINSCO EXPRESSLY EXCLUDES ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR USE. THE PROVISIONS SET FORTH HEREIN AND ON THE FACE HEREOF CONSTITUTE ALL THE TERMS AND CONDITIONS OF OUR CONTRACT OF SALE AND APPLICABLE LIMITED WARRANTIES.

2. **HANDLING AND USE OF PRODUCTS.** Even if Prinsco offers directions, recommendations or suggestions for the use of our products, it is solely Buyer's responsibility to determine whether a product is suited for the specific needs of Buyer, and there are no representations or warranties except as set forth herein. Buyer assumes all risks and liabilities arising from unloading, discharge, storage, handling, installation, and use of our products, including use of such products as part of or in connection with other equipment. Buyer assumes full responsibility for compliance with all governmental laws, rules and regulations governing unloading, discharge, storage, handling, installation and use of our products. Buyer agrees to indemnify Prinsco, our agents and employees for any and all claims, liabilities and expenses arising out of or caused by the failure of Buyer, its agents or employees to comply with the terms set forth herein or to follow instructions, warnings or recommendations furnished by us in connection with any products delivered to Buyer under this agreement.

3. **CHOICE OF LAW.** This agreement and the transactions contemplated hereby shall be governed in all respects by the laws of the State of Minnesota, without reference to its choice of law principles.

4. **ARBITRATION.** Any controversy or claim arising out of or relating to the limited warranty provided herein, or any alleged breach thereof, shall be settled exclusively by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Minneapolis, MN, or at such other place as the parties may agree, by one arbitrator independent of the parties appointed by them by mutual agreement or by the President of the American Arbitration Association.

5. **PRICE DISPUTES.** Any disputes regarding the sale prices of our products charged to Buyer must be submitted, in writing, within thirty (30) calendar days of the date of delivery. Absent such written notice of a price dispute, Buyer agrees to pay the price(s) quoted on the Invoice.

6. **PERMISSIBLE VARIATIONS.** Variation in Product components, dimensions, quantity, appearance, and the like shall be permissible and shall not constitute cause for Buyer's rejection as long as the variations fall within the applicable AASHTO and/or ASTM product specifications at the time of manufacture.

7. **INSPECTION AND REJECTION.** Claims by Buyer regarding incorrect size, type, quantity, shipping damage of delivered product must be presented to Prinsco within fifteen (15) days following the date of receipt of such non-conforming or damage product by Buyer. The absence of any such claim shall constitute unqualified acceptance and a waiver by Buyer of any and all claims related to incorrect size, type, quantities, or shipping damage. No claim of any kind, whether as to delivered or non-delivery of products, and whether or not based on negligence or other tort, shall be greater in amount than the purchase price of such nonconforming, damaged, or undelivered products.

8. **RETURNS/RESTOCKING CHARGES.** Prinsco reserves the right to reject the return of any products sold pursuant to this agreement. Specifically, Prinsco will not accept the return of products that are not in a saleable condition and are not part of the current product line. Products accepted for return by Prinsco are subject to a restocking charge equal to fifteen percent (15) of the sale price of the products. Applicable freight/shipping charges may apply.

9. **FORCE MAJEURE.** When either party's ability to manufacture or deliver or receive or consume Product or to otherwise perform under this Contract (other than Buyer's obligation or ability to make payment for Product delivered under this Contract) is impeded, restricted, or affected (A) by any cause such as, but not limited to, (i) fire, explosion, flood, storm, earthquake, tidal wave, war, military operation, national emergency, civil commotion, or other event of the type of the foregoing, (ii) any strike or other difference with workers or unions (without regard to the reasonableness of acceding to the demands of such workers or unions),

(iii) any governmental law, regulation, decree, order, or similar act, or (iv) and shortage in supplies of or impairment in the facilities of production, manufacture, transportation, or distribution of, either party attribute to (a) mechanical or other breakdown or failure, (b) the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, (c) governmental proration, regulation, or priority, or (d) the inability of Prinsco to obtain, on terms deemed by Prinsco to be commercially practicable, any feedstock or other raw material (including energy) or (B) by any cause beyond such party's control, whether similar or dissimilar to any aforementioned cause, then the party whose ability is so impeded, restricted, or affected is relieved of the obligation to perform hereunder, and that duty is permanently canceled rather than merely suspended. For the purpose of the application and interpretation of the provisions of this Paragraph 9, it is expressly deemed that all Product is to be produced at one or more facilities owned or operated by Prinsco. If Prinsco's ability to supply Buyer with Product from Prinsco's facilities is impeded, restricted, or affected by one or more of the aforementioned causes, then Prinsco shall not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers of Product. However, in the event that Prinsco should, nevertheless, determine, in its sole discretion, to purchase or obtain Product on the open market or from other producers or suppliers of Product, then any such purchase or obtaining of Product shall constitute a waiver or estoppel of Prinsco's rights, or otherwise preclude Prinsco from asserting its rights, under this Contract not to purchase or obtain, or continue to purchase or obtain, Product for Buyer. Prinsco's obligation to sell product is subject to modification and reduction in accordance with any present or future allocation program of Prinsco or of any governmental authority.

Revised 09.10.2021