

THE MOST **ADVANCED** NAME IN DRAINAGE SYSTEMS



STATEMENT OF LIMITED WARRANTY:

a) Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

b). Warranty Limitations and Exclusions.

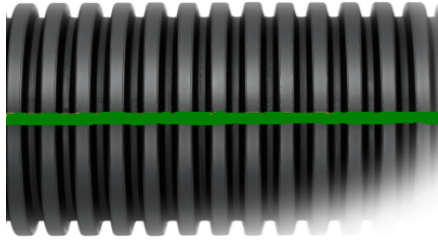
(i) For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.

(ii) Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

(iii) Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

(iv) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

(v) TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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c) Claims; Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.