

Warranty Policy

PROJECT:	
WARRANTOR:	
WARRANTOR ADDRESS:	
WARRANTY TERM:	years from the Effective Date
Project Address:	
Owner:	EFFECTIVE DATE:
Sales Order No.:	Warranty Number:
PRODUCT(s):	
Roll Numbers	

WHEREAS pursuant to the Sales Purchase Order referenced herein (the "Sales Order") between the Warrantor and the buyer identified in the said Sales Order (the "Buyer"), the Buyer purchased the Product for the Project and for which the owner of the Project is the end user/customer of the Product (the "Owner");

WHEREAS the Project was designed exclusively by the Owner and/or its general contractor, professionals (such as engineers, architects, surveyors), subcontractors, land experts, suppliers (collectively the "Owner's Professionals");

WHEREAS the Warrantor is not a design professional nor did the Warrantor participate in the design/conception of the Project;

NOW, THEREFORE, in consideration of the foregoing, and subject to the terms and conditions of this Limited Warranty, the Warrantor hereby represents and warrants to the Owner that as of the date of sale of the Product to the Purchaser for the said Project, the Product conforms to the Warrantor's specifications and that the Product will be free from manufacturing defects which appear during the Warranty Term for the Product's normal use in approved applications (the "Normal Use").

LIMITATIONS AND DISCLAIMERS

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED HEREIN. Warrantor's liability hereunder is the sole and exclusive obligation of Warrantor with regard to the Product. Warrantor shall have no liability for any claim except as specified hereunder. Warrantor shall not be liable for labor or any other costs incurred in connection with the use, repair, removal, installation or replacement of any Product covered by this Limited Warranty, or for any direct or indirect damages, labor, removal, installation, incidental or consequential damages, loss of profits or sales, injury to property or any other damages, losses or contingencies due to or arising out of the Product, whether under alleged breach of contract, tort, personal injury, property damage, environmental liability or otherwise, regardless of whether or not the Product is subject to a defect.

The Warrantor shall not be held liable or responsible to the Owner nor be deemed to have defaulted under or breached this Limited Warranty for failure or delay in fulfilling or performing any term of this Limited Warranty when such failure or delay is caused by or results from causes beyond the reasonable control of the Warrantor, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, the existence or administration of any laws, rules or regulations, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the Warrantor shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. This Limited Warranty does not cover damages or defects resulting from normal wear and tear, faulty installation, maintenance or repair, misuse or negligent use of the Product as well as damages caused by acts of God, natural disasters such as earthquakes, floods, piercing hail, or tornadoes. The term "Normal Use" as used herein does not include usage for which the Product was not designed or intended, faulty design and/or construction of the facility into which the Product is installed, failure to install the Product in compliance with Warrantor's Product technical materials and/or bulletins, or exposure of the Product to harmful chemicals. Chemical resistance performance is the responsibility of the Owner since it has control over and of the Project's production/design/composition and exposure conditions (including chemicals, concentration, time and temperature). As such, any proposed product, including the Product, should be thoroughly evaluated for its intended application by the Owner and the Owner's Professionals. Also, the term "Normal Use" as used herein does not include damage to the Product by machinery, equipment, people, animals; improper site preparation or covering materials; existing conditions, including, but not limited to, subsurface conditions beneath the geosynthetic product such as a settlement of the ground, cave-in, etc., excessive pressures or stresses from any source or improper application. There shall be no intended or incidental third-party beneficiary hereof. In no event shall Warrantor have any liability for any patent defects or discrepancies which were or could have been discovered prior to the installation of the Product.

Subject to the terms and conditions hereof, after receipt of a timely valid claim hereunder, Warrantor will have the right to inspect and determine the cause of any alleged defect in the Product and if coverage is confirmed, then Warrantor shall have the option, in its sole discretion, to repair the affected area of the Product or to ship replacement product reasonably equivalent to the affected area of the Product proven to be subject to the covered defect. Warrantor is not a design professional and has not performed any design services for the Project and disclaims any alleged design liability regarding use of the Product at or for the Project, it being understood that any design was performed exclusively by the Owner or the Owner's Professionals. Warrantor shall not be obligated to perform repairs or replacements under this Limited Warranty until the area to be repaired or replaced is clean, dry and unencumbered, including, without limitation, the area having been made available for repair and/or replacement free from all water, dirt, sludge, residuals and liquids of any kind. If Warrantor determines that a claim is invalid, Owner shall reimburse Warrantor for its inspection and analysis costs.

Notwithstanding any contrary provision hereof, in no event shall any liability of Warrantor hereunder exceed the actual per square foot cost of the Product required to repair or replace (in Warrantor's sole discretion) in the affected area of the Product (the "Liability Limit"); provided however, that Warrantor's Liability Limit hereunder shall, starting on the first (1st) anniversary of the Effective Date, be reduced each year during the Warranty Term by a calculated fraction, where the numerator corresponds to the expired number of years in the Warranty Term prior to Warrantor's receipt of a written notice of claim, and the denominator corresponds to the Warranty Term.

Any claim for any alleged defect under this Limited Warranty must be made in writing, by certified mail, to Warrantor at the Warrantor's address specified above within ten (10) business days of the Owner becoming aware of the alleged defect. Any failure to timely issue such notice shall void any warranty coverage.

Warrantor makes no representations, expressed or implied, not specified herein. No representative, agent or employee of Warrantor, or any other person, including the Buyer, is authorized to assume for Warrantor any additional liability or responsibility except as described above. In the event any term or provision of this Limited Warranty is inconsistent with or in conflict with any writing, purchase order, representations, statements, contract, or any other document, then, to the extent such inconsistency or conflict exists, the terms and conditions of this Limited Warranty shall control in all respects. The Limited Warranty is valid only for the original Owner and is not assignable or transferable under any circumstances. The terms hereof shall be governed by the laws provided in the contract or Sales Order entered into between the Warrantor and the Buyer and any dispute arising out and in connection with this Limited Warranty shall be settled in accordance with the provisions of the said contract or Sales Order. If it is determined and adjudicated that the exclusive remedy provided herein fails in its essential purpose, then in that event only, Owner shall be entitled to a return of that portion of the purchase price equal to the Liability Limit (as reduced as provided above) for so much of the Product as Warrantor determines to be defective. If any provision of this Limited Warranty is held to be invalid or unenforceable, such provision shall be deemed to be modified to the extent necessary for the balance hereof to be enforceable, and this Limited Warranty shall be enforced to the maximum extent permissible.

Product Specific Exclusions and Limitations:

Geomembrane supported (Gundseal) or geotextile encapsulated (Bentoliner) GCL Products Limitations/Exclusions: Notwithstanding any contrary provision hereof, this Limited Warranty excludes the raw bentonite component of the GCL Product. Bentonite is a naturally occurring, swelling, montmorillonite mineral clay that is not altered in its chemical composition during the manufacturing process, and as such carries no warranty.

NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, AN EXPRESS CONDITION PRECEDENT TO ANY AND ALL OBLIGATION OF WARRANTOR HEREUNDER SHALL BE WARRANTOR'S TIMELY RECEIPT OF FULL PAYMENT FOR THE PRODUCT.