

RESINATING LLC

Your Solution for Sewer Pipe and Manhole Renewal



2417 Weaver Street, Fort Worth, TX 76117

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Website: www.Resinatingllc.com

20-Year Limited Warranty

LIMITED WARRANTY:

This Warranty is extended by **RESINATING LLC**® (“Seller”) to the original End User (“Buyer”) where **RESINATING**® Expansion Liners and related products were installed by **RESINATING** or an Authorized Resinating Installer (“ARI”), the details of which are documented below.

Seller warrants to Buyer that its products will conform substantially to any applicable drawings or design standards and will remain free from defects in material and workmanship under normal usage for 20 years from the installation date (“Warranty Period”) when shipped by **RESINATING** or an Authorized Resinating Manufacturer (“ARM”). For this Warranty to be valid, the **RESINATING** products must be installed by **RESINATING** or an ARI under a contract issued by the Buyer.

In the event the **RESINATING** product, upon examination by Seller, is determined to be defective in material or workmanship during the warranty period, thereby allowing water to infiltrate through a section of sewer pipe or manhole that have been repaired using **RESINATING** products such that the performance of the pipe or manhole is materially and substantially adversely affected, Seller will repair or replace the defective product that was installed by **RESINATING** or by an ARI.

The Buyer is reminded that **RESINATING** Solutions are the subject of a pending patent. To the degree it is determined by the Seller that a Buyer or a general contractor with whom the Buyer works utilizes components that are similar to Resinating products but not manufactured by **RESINATING** or an ARM, the Buyer and the general contractor will face legal jeopardy to the fullest extent permitted under the law. These non-Resinating components will not be covered by this Warranty.

LIMITATION OF LIABILITY:

Seller's liability is limited as follows:

- a) This Warranty will be void if the defects in the **RESINATING** products result from any movement of the earth, be that from an earthquake, a landslide, a sinkhole, an explosion, an act of war or terrorism, vandalism or any other external force including but not limited to a substantial increase in the load caused by new construction such as major buildings, bridges or railways above the **RESINATING** products.
- b) Seller makes no warranties, express or implied, except as specifically stated above. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c) Seller's liability, if any, for defective products, is limited to replacement or repair of the defective products including potentially the installation of a new **RESINATING** Expansion Liner inside a defective **RESINATING** Expansion Liner.
- d) Seller shall not be liable for any damages suffered by Buyer due to a delay of delivery of products purchased by Buyer.
- e) Buyer shall notify the Seller promptly in writing upon discovery of a suspected defect in a **RESINATING** product, sent by certified mail, to the CEO of **RESINATING LLC**, 2417 Weaver St., Fort Worth, Texas 76117, giving full particulars in support of the warranty claim and provide the Seller with unrestricted access to the allegedly defective product.

Buyer: _____

Job #: _____ Job Description: _____

Job Location: _____ Installation Date: _____

Resinating Signature: _____ Date Signed: _____