

RESINATING LLC

Your Solution for Sewer Pipe and Manhole Renewal



2417 Weaver Street, Fort Worth, TX 76117
E-mail: Info@ResinatingLLC.com Office: 214-856-8451 FAX: 817-838-6789
Website: www.Resinatingllc.com

20-Year Limited Warranty

WARRANTY:

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

Seller warrants to Owner 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 years¹ from the installation date (“Warranty Period”). For this Warranty to be valid, the **Resinating Products** must be manufactured by **Resinating LLC** or an Authorized Resinating Manufacturer (“ARM”) and then installed by **Resinating LLC** or an ARI under a contract issued by the Owner.

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 or exfiltrate through a section of a pipe, manhole or culvert that has been rehabilitated using **Resinating Products** such that the performance of that structure is materially and substantially adversely affected, Seller will repair or replace the defective product that was installed by **Resinating LLC** or by an ARI. Owner is responsible for the cost of providing access to the pipe, manhole or culvert to be repaired, at Owner’s expense.

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 or an act of war or by 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 building, bridge road or railway 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 Liner** inside a defective **Resinating Liner**.
- d) Seller shall not be liable for any damages suffered by Owner due to a delay of delivery of products purchased by Owner.
- e) Owner 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.

Owner: _____

Job #: _____ Job Description: _____

_____ Warranty Period: ____ Years

Job Location: _____ Installation Date: _____

Resinating LLC Signature: _____ Date Signed: _____

¹ If the Owner’s Bid Specification states that the warranty requirement, if any, is either lesser than or greater than **Resinating LLC**’s standard 20-year Warranty Period, Resinating, at its sole discretion, may revise the Warranty Period to better conform to that warranty requirement in a bid submitted in response to the Bid Specifications issued by the Owner.

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Warranty Continuation Sheet: Page of

Owner: _____

Job #: _____ Job Description: _____

_____ Warranty Period: _____ Years

Job Location: _____ Installation Date: _____

Resinating LLC Signature: _____ Date Signed: _____

Additional Information: _____

Resinating LLC Signature: _____ Date Signed: _____