

Subject: **Limited Warranty** ⁽¹⁾

Reference:

File number:

To Whom It Concerns:

Terre Hill Composites, a division of Terre Hill Concrete Products, provides a ten-year performance Limited Warranty ⁽²⁾ that the MultiPlexx™ Liner PVCP:

- a. Will stop deterioration of the lined surfaces ⁽³⁾ by sewer gas induced corrosion;
- b. Will prevent infiltration ⁽⁴⁾ of ground water into the collection system through the lined surfaces;
- c. Will stop root intrusion through the lined surfaces.

This Limited Warranty will commence upon completion of the installation of the MultiPlexx™ Liner PVCP.

Respectfully submitted,
Terre Hill Composites

Michael D. Zelber
Division Manager

¹ THIS WARRANTY IS LIMITED BY AND UNDER SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

² The licensed installer shall separately provide a general "One Year" warranty and shall pass through any extended warranty provided by the manufacturer. Terre Hill Composites provides this limited manufacturer's warranty in conjunction with the Licensed installer. This Limited Warranty is not available as a bonded warranty underwritten by a surety company.

³ The definition of the "lined surfaces" is the area within the boundaries of the liner edges. All cut edges will be coated with mastic. We exclude secondary intensions such as satisfactory appearance, voids behind the liner, folds and other claims that do not directly affect the ten-year performance warranty.

⁴ Neither Terre Hill Composites nor its installer certify the structural integrity of the host structure or claim that the lining system enhances the structural integrity of the host structure sufficiently to comply with ASTM C478 design and other applicable specifications.

A. This limited warranty is exclusive and is given in lieu of any and all other warranties, whether they are written, oral, express or implied, including the implied warranty of merchantability and/or fitness for a particular purpose, and whether created statutorily, or otherwise. There are no other warranties, limited, express, or implied, which extend beyond those contained herein.

B. This warranty is valid under normal use of the manhole. Material changes, such as holes or cuts, void the warranty unless authorized in writing by the Manufacturer.

C. When the liner is required to retain ground water pressure, consult with Manufacturer to assume proper liner thickness.

D. This Limited Warranty does not cover damage to the liner resulting from: misuse or abuse of the liner or wreck less negligent acts of any person, acts of God (including, but not limited to, earthquake and flood); damage caused by the host structure or other materials or components installed in the host structure.

E. 1. All claims for breach of this Limited Warranty contained herein shall be made in writing to the Manufacturer within ten (10) days of the time the breach is discovered or should have been discovered after reasonable diligence.

2. THE MANUFACTURER WILL NOT HONOR ANY WARRANTY CLAIM MADE PRIOR TO PAYMENT IN FULL BY THE PURCHASER OR GENERAL CONTRACTOR FOR THE WARRANTED PRODUCT.

3. Warranty service must be performed by the Manufacturer or the Manufacturer's authorized agent. Upon validation by the Manufacturer of any claim for breach of the Limited Warranty contained herein, the Manufacturer will, as it's sole and exclusive option perform one of the following:

- a. repair the failed or defective liner;
- b. deliver a replacement liner to the point of original delivery by the Manufacturer; or
- c. refund the original purchase price of the liner

4. The provisions contained in the section constitute purchaser's sole and exclusive remedy under any claim or theory of liability, including any claim based upon failure of, or defect in, the liner, whether such claim, however instituted, is based upon contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

a. The Manufacturer shall not be liable for direct, indirect, consequential or incidental claims, damages or costs of any nature including, without limitation, labor costs of any kind relating to the removal of a failed or defective liner and/or installation of replacement liner or damages, claims or costs otherwise arising from, or in connection with, breach of this Limited Warranty.

b. The manufacturer shall not be liable for any pollution or other adverse environmental claims arising out of the failure of the liner or from consequential damages related thereto.

F. 1. This Limited Warranty is extended to the original purchaser of the liner from the Manufacturer only and may not be assigned by such purchaser to a third party without prior, written authorization of the Manufacturer. Assignment of this Limited Warranty without prior, written authorization of the Manufacturer will void the Limited Warranty.

2. In order for the Manufacturer to perform warranty service or repairs, the host structure must be reasonably accessible. The manufacturer will not be responsible for costs or damages to the liner or to purchaser's property as a result of liner inaccessibility for warranty repair or service.

G. 1. In the event a dispute arises between the Manufacturer and purchaser over any claim submitted by purchaser for breach of warranty, the Manufacture and purchaser agree that such dispute will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association.

2. The adjudication of any dispute arising under this Limited Warranty must be commenced no later than one (1) year from the date the breach is discovered or should have been discovered. Any adjudication shall be governed by the law of the Commonwealth of Pennsylvania and venue shall be exclusively in Lancaster County, Pennsylvania.

H. This Limited Warranty contains the complete understanding of the Manufacturer and purchaser and may be modified only in writing signed by the President of Terre Hill Concrete Products.