

LIMITED WARRANTY

Terre Hill Stormwater Systems provides the following Express Written Limited Warranty in lieu of any other warranty, whether oral , written , express, or implied. (the Warranty). All other warranties, representations, remedies, guarantees claims, or legal or equitable causes of action, in contract, tort or otherwise; including the Implied Warranties of Merchantability and Fitness for a Particular Purpose are excluded.

- 1. This Warranty applies solely to the Terre Kleen™ products manufactured by Terre Hill Stormwater Systems and sold to the original purchaser (the Purchaser)**
- 2. The structural integrity of the Terre Kleen™; when installed in accordance with Terre Hill Stormwater System's written installation specifications, and in accordance with site conditions, requirements of all laws and regulations, are warranted to the Purchaser against defective materials and workmanship for four (4) years from the date of installation.**
- 3. Terre Hill Stormwater Systems agrees to provide the labor and material to remove the installed Terre Kleen™ and reinstall the Terre Kleen™ upon satisfactory proof of a breach of this Warranty.**
- 4. Excluded from Warranty are claims resulting from or caused by damage; alteration; accident; misuse; abuse involving the Terre Kleen™ or negligence of the Purchaser or any third party. to the Terre Kleen™.**
- 5. Terre Hill Stormwater Systems sole liability to the Purchaser shall be as expressly set forth in this Warranty, whether the claim is based upon contract, tort, equity or any other legal or equitable theory.**
- 6. Under no circumstances shall Terre Hill Stormwater Systems be liable to Purchaser or any third party for product liability claims ; or the cost of goods or services related to the purchase or installation of the Terre Kleen™.**

The Warranty is contingent upon verification of installation in strict accordance with the Terre Hill Stormwater Systems specifications, and use of the product strictly for the application specified. The construction plans for installation

of the product shall be approved in writing by Terre Hill Stormwater Systems, and the construction installation plans shall be sealed by a professional engineer, licensed to perform civil engineering in the jurisdiction wherein the product will be installed.

All conditions for product usage as specified by Terre Hill Stormwater Systems must be satisfied in order for any of the terms of the Warranty to be valid, in full or in part.

The Warranty guarantees that any product of the Terre Hill Stormwater System will equal or exceed the Terre Hill Stormwater System written performance claim for stormwater treatment.

This Warranty of Terre Hill Stormwater Systems does not extend to incidental, consequential, special, or indirect claims, expenses or damages. Terre Hill Stormwater Systems shall not be liable for penalties or liquidated damages, including loss of profits or production and overhead costs; or other loss or expense incurred by the Purchaser or any third party.

The Warranty is limited to those claims filed in writing with Terre Hill Stormwater Systems, a Division of Terre Hill Concrete Products on or before four (4) years from the date of substantial completion of installation. The written claim shall specify and describe the alleged defect upon which the breach of Warranty is claimed in reasonable detail.

The Warranty with all of its obligations, rights and limitations and protections shall apply to Terre Hill Concrete Products.

END OF SECTION