

## **POLY-FLEX GEOCOMPOSITE LIMITED WARRANTY**

This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### **Section 1 - Limited Replacement Warranty Coverage**

POLY-FLEX, INC. warrants, for a period of thirty (30) days from the date of purchase, that geocomposite sold by Poly-Flex, Inc. shall be free from defects in material. During this thirty-day period, Poly-Flex, Inc. will replace defective material at no additional charge to the Purchaser.

### **Section 2 - Limits of Limited Replacement Warranty**

I. Poly-Flex, Inc.'s sole responsibility regarding claims relating in any way, shape or form to defective geocomposite is to replace the defective material. Poly-Flex, Inc.'s liability under this Limited Warranty shall in no event exceed the replacement cost of the material sold to the Purchaser. Further, under no circumstances shall Poly-Flex, Inc. be liable for any special, direct, indirect, incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

II. This Limited Warranty does not include damages or defects resulting from acts of God, casualty or catastrophe including but not limited to: earthquakes, floods, piercing hail, tornados or force majeure.

III. Poly—Flex, Inc. specifically and expressly disclaims all warranties, express or implied, except to the extent described herein or required by law. Poly-Flex, Inc. makes no representation as to the proper use of any materials sold, and both parties to the sale agree that suitability for a particular use or of any particular method employed in using and/or applying this material are not the responsibility of Poly-Flex, Inc. Further, no statements regarding the use and/or application of the material described herein are to be incorporated into this WARRANTY or any other agreement between Poly-Flex, Inc. and the purchaser unless made in writing, signed by both parties, and executed after the date this WARRANTY is received by the purchaser.

### **Section 3 - Binding Arbitration**

By use and/or application of the material described herein, it is agreed that any controversy or claim arising out of or relating to said use and/or application shall be decided by binding arbitration in accordance with the United States Arbitration Act (Title 9, U.S. Code) In Dallas, Texas. The arbitration shall be conducted by a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, then each party shall pick an Individual qualified to serve as an arbitrator and those two individuals shall then appoint a third arbitrator. Discovery shall be limited to one deposition and one set of twenty-five interrogatories per party. The arbitrator's award shall be final and may be confirmed by the Judgment of a state or federal court in the jurisdiction where the arbitration occurred. The arbitrator(s) shall have no power or authority to award exemplary or punitive damages, or to alter, amend, or supplement any term, condition, or provision of this agreement. The parties consent to jurisdiction and venue in competent state and federal courts in Dallas, Texas. Each party shall bear its own attorney's fees, regardless of the outcome of the arbitration. All costs of arbitration, including but not limited to filing fees, arbitrator(s) fees, and stenographer fees, shall be shared equally by the parties.

### **Section 4 - Replacement Warranty Disclaimer**

The Limited Replacement Warranty herein is given in lieu of all other possible warranties, whether expressed or implied, and by accepting delivery and using the material Purchaser accepts this warranty and only this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **Section 5 - Severability**

If any provision of this Warranty shall be found to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. Any provision of this Warranty held illegal, invalid, or unenforceable shall remain in full force and effect to the extent not so held. In lieu of the provisions held illegal, invalid, or unenforceable, there shall be automatically added as part of this Warranty a provision as similar in its terms to such invalid provision as may be possible and may be legal, valid, and enforceable.