

ULTRA PVC

Geomembrane Limited Warranty

Warranty No. _____

Subject to the conditions and limitations contained herein, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize" or "Plastatech"), Amrize grants this Limited Warranty to the original purchaser (the "Purchaser") of Plastatech's PVC Geomembrane product (the "Geomembrane"):

A. Warranty: Plastatech warrants that:

1. The Geomembrane is free from manufacturing defects,
2. That the Geomembrane meets the ASTM D7176 standard at the time of delivery, and
3. That the Geomembrane will perform satisfactorily when properly fabricated and incorporated into an installation over a suitable base of preconsolidated soil to be used for the containment of only the Contents listed in Section C.4, below.

B. Remedy: If the Geomembrane fails to perform as warranted during the Term, Plastatech at its sole discretion shall either: Repair or replace, the areas of defective Geomembrane, or issue a refund of its prorated share up to the original purchase price of the Geomembrane.

C. Specifics

1. Term: _____ years from date of purchase;
2. Maximum temperature of solution to be contained:
(a) _____°F, or () ambient temperature [check only one];
3. Range of pH solution (must be between 5 and 9): _____
4. Contents to be contained: _____
5. Square Footage of Geomembrane: _____

D. Conditions and Exclusions

1. The Geomembrane is only intended for industrial and commercial uses and is not a "consumer product" as defined by the Magnuson-Moss Warranty Act or any similar federal, state or local statute, law or ordinance.
2. This Limited Warranty does not cover labor or workmanship in inspection, installation or repair; it does not cover inappropriate welding, stitching, or storage of the Geomembrane, nor unauthorized modification of the Geomembrane, nor use of unauthorized components nor additional equipment or structures being added to or made a part of the Geomembrane;
3. This Limited Warranty does not cover any failure or subsequent damage arising from causes outside Plastatech's control, including, but not limited to: Acts of God, earthquake, lightning, hurricane, tornado, flood, fire, explosions, riots, acts of terrorism and/or war, radiation, acid, oil, harmful chemicals or fumes (other than the permitted contents) or any reactions between them, animals, birds, insects, mechanical abuse by machinery and/or equipment, punctures, excessive pressure or stress, floating debris, accident, vandalism, intentional negligence or failure to use reasonable care.
4. Plastatech shall have no liability under this Limited Warranty unless:
 - a. The Purchaser notifies Plastatech by certified mail within 30 days of discovery of any alleged defect in or failure of the Geomembrane, and
 - b. The Purchaser, at Purchaser's sole expense, allows Plastatech's agents free access to the Geomembrane for inspection, and
 - c. Plastatech has been paid in full for the Geomembrane and any services rendered by Plastatech in connection with the Geomembrane.
5. If Purchaser makes a claim under this Limited Warranty, the Geomembrane must be tendered to Plastatech in a clean, dry and unencumbered condition. This includes, but is not limited to: removal of all water, dirt, sludge, residuals or liquids of any kind from the affected area.

6. Purchaser shall not repair, replace, remove, alter or disturb the Geomembrane, nor shall Purchaser allow anyone else to repair, replace, remove, alter or disturb the Geomembrane (unless expressly authorized to in writing by Plastatech) prior to an inspection by Plastatech, provided however that Purchaser may take emergency action necessary to prevent damage to persons, property, or the environment.
7. The Geomembrane, and this Limited Warranty, is limited to the normal weathering and specified use under Section C, for the intended use at the location specified above.
8. This Limited Warranty is not transferable or assignable.
9. Purchaser's failure to abide by the terms and conditions of this Limited Warranty shall void the warranty.
10. This Warranty shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. Any dispute, controversy, or claim between Owner and Duro-Last concerning this Warranty or relating to any material(s) supplied by or required by Duro-Last shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Duro-Last do not resolve the dispute, controversy, or claim in mediation, Owner and Duro-Last agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
11. Plastatech does not waive any of its rights under this Limited Warranty by refraining to exercise its rights from time to time.
12. No claim, suit or other proceeding arising out of or related to the Geomembrane, Plastatech's products, or these terms, including without limitation this Limited Warranty, may be brought by the Purchaser or anyone else after one (1) year from the date it accrues.

THIS LIMITED WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY PURCHASER AND PLASTATECH AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE PURCHASER FOR ANY ALLEGED DEFECT OR FAILURE OF THE GEOMEMBRANE OR ANY ACCESSORIES OR SEALANTS, PLASTATECH, OR THE INSTALLER'S WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. PURCHASER AND PLASTATECH TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR PRORATED REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. PLASTATECH WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE GEOMEMBRANE OR PLASTATECH PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. PURCHASER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE GEOMEMBRANE OR REGISTRATION OF THE WARRANTY WITH PLASTATECH SIGNIFIES THAT THE PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Plastatech and does not have authority to bind Plastatech. If any Contractor or salesperson made any statements about Plastatech, its products, services, obligations, or warranties, those statements cannot be relied upon by Purchaser or any other party and cannot be attributed to Plastatech. Furthermore, no person may change or modify any term or condition of this Limited Warranty unless in writing and signed by the authorized representative of the Purchaser and by an officer of Plastatech.

Date

Owner's Signature

Name of Installation

City, State and Zip of Installation

Date

For Plastatech
725 Morley Drive
Saginaw, MI 48601

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