



# Plastatech<sup>®</sup>

Film, Fabrics, and Laminate Solutions

Warranty No. \_\_\_\_\_

## **Plastatech Ultra PVC Geomembrane Limited Warranty**

PLASTATECH ENGINEERING, LTD. ("Plastatech") grants a Limited, Material-Only, non-transferable warranty to the original purchaser (the "Purchaser") of Plastatech's PVC Geomembrane product (the "Geomembrane") on the following terms and conditions:

**A. Warranty.** Plastatech warrants that (1) the Geomembrane is free from manufacturing defects, (2) meets Plastatech's and PGI 1197 specifications at the time of delivery, and (3) 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 option shall either—

- (1) Repair the defective Geomembrane, or
- (2) Give the Purchaser credit toward the cost of replacing the defective portion of the Geomembrane based on the then-current selling price of the Geomembrane pro-rated for the remaining balance of the Term, i.e., a 25% replacement credit on a failure occurring after 75% of the Term had expired, but only if the Purchaser actually replaces the Geomembrane with new Plastatech Geomembrane.
- (3) In no event shall Plastatech's liability under this Material-Only Limited Warranty exceed the amount of the sale price of the Geomembrane, and under no circumstances shall Plastatech have any liability for incidental, indirect, or consequential damages.

**C. Specifics.**

- (1) Term: \_\_\_\_\_ years from date of purchase;
- (2) Maximum temperature of solution to be contained:
  - (i)  F°, or ( ) ambient temperature [*check only one*];
- (3) Range of pH solution:
- (4) Contents to be contained:
- (5) Square Footage of Geomembrane, \_\_\_\_\_

**D. Conditions and Exclusions.**

(1) This Material-Only 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;

(2) This Material-Only 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, lightning, hurricane, hail, tornado, flood, fire, explosions, riots, acts of terrorism and/or war, radiation, harmful fumes or foreign substances in the atmosphere, animals, birds, insects, earthquake, mechanical abuse by machinery and/or equipment, punctures, excessive pressure or stress, floating debris, chemicals other than permitted Contents, accident, vandalism, intentional acts, negligence or failure to use reasonable care.

(3) Plastatech shall have no liability under this Material-Only Limited Warranty unless (i) the Purchaser notifies Plastatech by certified mail within 30 days of discovery of any alleged defect in or failure of the Geomembrane; (ii) the Purchaser, at Purchaser's sole expense, allows Plastatech's agents free access to the Geomembrane for inspection (at Plastatech's sole discretion), and (iii) Plastatech has been paid in full for the Geomembrane and any services rendered by Plastatech in connection with the Geomembrane.

(4) If Purchaser makes a claim under this Material-Only 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.

(5) 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.

(6) This Material-Only Limited Warranty does not cover consequential, incidental, or other damages of any kind including lost profits or damage to any structure or contents. Plastatech shall have no liability under this Limited Warranty for personal injury or property damage arising out of the use of the Geomembrane.

(7) The Geomembrane, and this Material-Only 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 Material-Only Limited Warranty is not transferable or assignable.

(9) Plastatech does not waive any of its rights under this Limited Warranty by refraining to exercise its rights from time to time.

(10) No person has authority from Plastatech to make or grant any additional warranties or promises concerning the Geomembrane beyond those contained in this Material-Only Limited Warranty.

(11) Failure to abide by the terms and conditions of this Material-Only Limited Warranty shall void the warranty.

The law of the State of Michigan shall govern the rights and duties of the parties under this Material-Only Warranty.

Plastatech and Purchaser hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, shall have the exclusive jurisdiction to hear and determine any and all disputes, controversies, or claims arising out of, or relating to this Geomembrane Limited Warranty, or concerning the respective rights or duties of the parties hereunder and, for such purposes, do hereby submit themselves to the sole personal jurisdiction of that Court.

THERE ARE NO WARRANTIES GIVEN WITH RESPECT TO THE GEOMEMBRANE OTHER THAN THOSE SPECIFICALLY STATED HEREIN. PLASTATECH SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PLASTATECH BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. PLASTATECH'S LIABILITY SHALL BE LIMITED TO – AT PLASTATECH'S OPTION – A REFUND, UP TO THE ORIGINAL PURCHASE PRICE OF THE GEOMEMBRANE LINER OR REPLACEMENT OF DEFECTIVE MATERIAL.

The Purchaser, by a duly authorized officer, acknowledges receipt of this Material-Only Limited Warranty, that it has read, understands and agrees to the terms of this document, and that, but for the remedies and warranties provided in this Material-Only Limited Warranty, no other warranties or representations of Plastatech have been made by any agent or representative of Plastatech.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
For Plastatech

Name of installation

Address of Installation

City, State and Zip Code of Installation