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PROForms[®] Structural Shapes WARRANTY

Subject to the limitations set forth in this Warranty, Bedford Reinforced Plastics, Inc. (“Manufacturer”) warrants that the PROForms[®] structural shape (“product”) will be free of manufacturing and design defects and meets the specifications (if any) provided by the Manufacturer to the first purchaser (“customer”) at the time of purchase. This limited warranty applies only to the structural serviceability and does not apply to superficial blemishes, discoloration, and/or other defects that occur with aging and normal use. If, in response to a warranty claim, Manufacturer issues a refund for the purchase price of the product, the refund amount shall be determined by prorating the purchase price amount based upon length of use during a twenty-five (25) year product lifespan. Except where otherwise required by law, the warranty runs solely to the customer.

The customer is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the product. This warranty shall be invalid if a loss occurs from improper installation, normal wear and tear, misuse, intentional or unintentional abuse, settlement or shifting of the earth or any supporting structural components used in conjunction with the product, user negligence, modification of the product, accidents, improper maintenance, impact of foreign objects, or tornadoes, hurricanes, floods, fire, or other acts of God. This warranty does not cover applications involving exposure of the product to chemicals or other pollutants or warranty against leaking of fluid or gas when use for containment.

THIS WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IF THE PRODUCT DOES NOT CONFORM TO THE WARRANTY ABOVE, MANUFACTURER MAY, AT ITS OPTION, REPAIR OR REPLACE THE PRODUCT. MANUFACTURER WILL NOT BE LIABLE FOR, AND CUSTOMER IS SOLELY RESPONSIBLE FOR, LABOR, INSTALLATION, REINSTALLATION, FREIGHT, TAXES, OR ANY OTHER CHARGE RELATED TO THE FOREGOING. The customer must give notice of any warranty claim within ten (10) days of discovery and include proof of purchase, photograph of defect, and written description of defect. Manufacturer reserves the right to investigate any claim hereunder. Upon verification of a claim, Manufacturer shall arrange for the delivery of replacement product or repair the defective product, within a reasonable time.

CUSTOMER’S REMEDY WITH RESPECT TO BREACH OF WARRANTY SHALL BE LIMITED AS SET FORTH ABOVE. IN ALL OTHER CASES, MANUFACTURER’S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT. MANUFACTURER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD BY MANUFACTURER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, CONTINGENT, AND OTHER DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Manufacturer specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities, or services, downtime, shut-down or slow-down costs, spoilage of material, or for any other types of economic loss.

This Warranty may not be altered except in a written instrument signed by Manufacturer. No dealer or other person or entity is authorized by the Manufacturer to make statements or representations regarding the performance of the product except as contained in this Warranty, and the Manufacturer shall not be bound by any such statements.