



Premium Quality - Built to Last

www.inlandtarp.com

LLDPE LIMITED WARRANTY

Provided the product is purchased from Inland Tarp & Liner, LLC (ITL) or an authorized dealer, ITL warrants each ITL pit, pond, lake, pad or lagoon liner, etc. to be free from defects in materials and workmanship and to be able to withstand normal weathering and environmental degradation from the date of installation or sale, whichever occurs first, for the following periods: 12mil and 20mil -5 years, 30mil, 40mil - 15 years, 60mil and 80mil -20 years, of normal service as a primary containment membrane in the containment of water, when the liner is covered at all times by soil or water. When the liner is exposed or uncovered, the warranty periods are as follows: 12mil and 20mil-1 year, 30mil, 40mil, 60mil and 80mil -5 years. This limited warranty does not include damages or defects in the lining material resulting from Acts of God, catastrophic events such as earthquakes, tornadoes, hurricanes or force majeure. The term "normal use" does not include exposure of the liner fabric to materials or chemicals for which it has not been specifically tested or abuse by machinery or other equipment. Damage by people or animals, damage due to ice, wind, subsidence, or any excessive force or pressure in any form shall void this warranty. If ITL installs the product, ITL further warrants for a period of 1 (one) year from the date upon which installation was completed that the installation was performed in a good and workmanlike manner.

The warranty (material and installation) is subject to the following conditions:

1. The liner shall have been installed on compacted soil free of sharp protrusions and foreign objects.
2. If "fill" is used over the top of the liner it shall be free of all foreign and sharp objects.
3. ITL's limited warranty applies to the initial installation of the liner only. ITL's warranty is void if the liner is re-used or installed in applications not specifically designed and authorized in writing for use by ITL.

Failure to comply with these conditions in all respects will void the warranty.

In the event circumstances are found to exist which Purchaser believes may give rise to a claim under the warranty, the following procedure shall be followed:

- A. Purchaser shall give ITL written notice of the facts and circumstances of the claim within 10 days of becoming aware of said facts and circumstances, and enclosing (1) photos depicting the defects and (2) proof of purchase indicating date and location of purchase. Said notice shall be sent by registered or certified mail, return receipt requested, to ITL Customer Service Representative, 4172 N Frontage Rd E, Moses Lake, WA 98837. Failure to provide ITL with timely notice of the claim shall void the warranty.
- B. Within twenty days after receipt of proper notice, ITL, may choose to inspect the allegedly defective liner. Purchaser shall pay the expenses incurred by ITL in making the inspection, including current per diem rates for personnel involved in making the inspection, in the event ITL determines that the claim is not covered by the warranty.
- C. PURCHASER SHALL NOT REPAIR, REPLACE, REMOVE, ALTER, OR DISTURB ANY LINER, NOR SHALL PURCHASER ALLOW ANYONE ELSE TO REPAIR, REPLACE, REMOVE, ALTER OR DISTURB ANY LINER PRIOR TO SUCH INSPECTION PROVIDED, HOWEVER, THAT PURCHASER MAY TAKE EMERGENCY ACTION NECESSARY TO PREVENT DAMAGE TO PERSONS, PROPERTY OR THE ENVIRONMENT. A FAILURE TO STRICTLY COMPLY WITH THIS PARAGRAPH SHALL VOID THE WARRANTY
- D. If it is determined that the claim is covered by the warranty, ITL shall either repair or replace so much of the liner as is defective. In the event ITL repairs or replaces the defective liner, Purchaser shall pay to ITL a sum equal to the material and installation costs (using the then current sales price of material and ITL's daily rates for installation) multiplied by a fraction, the numerator of which is the number of years, or fraction thereof, which have elapsed since the liner was shipped (in the case of a breach of the material warranty) or installed (in the case of a breach of the installation warranty) and the denominator of which is the length of the applicable warranty. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THE WARRANTY. Any determination as to whether the claim is covered by the warranty or what constitutes the appropriate method of remedying a defect will be made by ITL, after consultation with the Purchaser.
- E. Purchaser agrees that it shall provide ITL with clean, dry and unobstructed access to the defective liner in order for ITL Sales,

Inc. to perform the inspections and repairs which may be required pursuant to the warranty. ITL shall not be liable for any costs relating to providing access to the liner.

- F. Purchaser agrees the goods sold under this contract originate in the State of Washington or State of Ohio, USA. This Agreement shall be governed and construed according to the Uniform Commercial Code of the State of Washington. The parties expressly waive all rights under the United Nations Convention on Contracts for the International Sale of Goods (the "Convention"). Buyer shall cause all contracts for the international resale of the goods being purchased to include an express waiver of application of the Convention to such resale.
- G. Purchaser agrees that if any action is filed arising out of this Agreement, then jurisdiction and venue will lie exclusively with the Lincoln County Superior Court or the U.S. District Court for the Eastern District of Washington. The prevailing party shall be entitled to recover from the losing party a reasonable sum as attorney fees together with costs, whether incurred at hearing, on appeal or any judicial action brought in connection with this Agreement.

THE REMEDIES PROVIDED TO THE PURCHASER HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THE WARRANTY AND ARE INTENDED FOR THE SOLE BENEFIT OF THE PURCHASER. NEITHER THE WARRANTY NOR ANY RIGHTS HEREUNDER SHALL BE ASSIGNABLE. ITL SHALL HAVE NO LIABILITY UNDER THE WARRANTY TO THIRD PARTIES OR STRANGERS TO THIS AGREEMENT.

THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE LINER AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ITL BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR, RESULTING FROM, OR IN CONNECTION WITH, THE USE OF THE LINER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT THE EXCLUSIVE REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE, AND IN THAT EVENT ONLY, THE PURCHASER SHALL BE ENTITLED TO RETURN OF THE PURCHASE PRICE FOR SO MUCH OF THE MATERIAL AS ITL DETERMINES TO HAVE VIOLATED THE WARRANTY PROVIDED HEREIN.

Except for the warranty set forth above, no representation or warranty made by any sales or other representative of ITL, or any other person, concerning the liner or its installation shall be binding upon ITL.

This warranty shall not be effective until full payment has been made to ITL Any waiver of the terms and conditions of the warranty shall be in writing signed by an officer of ITL. The failure to insist upon strict compliance with any of the terms and conditions contained herein shall not act as a waiver of strict compliance with all of the remaining terms and conditions of the warranty and shall not operate as a waiver as to any of the terms and conditions of the warranty as to future claims under the warranty.

By accepting the delivery of the liner the Purchaser waives all other possible warranties, except those specified in this warranty. ITL MAKES NO WARRANTY OF ANY KIND OTHER THAN THAT GIVEN ABOVE AND HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Purchaser acknowledges by acceptance that the LIMITED WARRANTY given herein is accepted in preference to any and all other possible warranties.

I hereby state that prior to purchasing the product, I have read and understand the preceding warranty and agree to such by signing the document as written and supplied to me.

PURCHASER/USER _____ DATE OF PURCHASE/INSTALLATION _____

SIGNATURE _____ TITLE _____

DATE SIGNED _____

LOCATION/DESCRIPTION OF INTENDED USE _____

MATERIAL _____ QTY _____

ITL AUTHORIZED SIGNATURE _____ TITLE _____

DATE SIGNED _____

U.S. Fabrication & Distribution Centers

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