

FLOOD PROTECT USA LIMITED WARRANTY

1. What is covered by this warranty. Flood Protect USA, LLC warrants to the original purchaser only that the product that is the subject of this sale (a) conforms to Flood Protect USA published specifications, and (b) is free from defects in material and workmanship. The duration of this warranty is FIVE (5) years from the date of delivery. If the buyer discovers within this time a failure of the product to conform to specifications or a defect in material or workmanship, it must promptly notify Flood Protect USA in writing, the exact manner in which the product was so defective, the conditions of usage which gave rise to such claims, and deliver to Flood Protect USA therewith a representative sample exemplifying the claimed defects, for examination by Flood Protect representatives. Should the product prove to be defective as set forth above, then Flood Protect at its own cost and expense shall replace with new and ship to purchaser, replacement product for all those items demonstrating such defects.

2. What is not covered by this warranty. Flood Protect USA does not warrant, (a) any product not manufactured by Flood Protect USA or a Flood Protect supplier (b) defects caused by failure to provide a suitable installation environment, (c) damage caused by use of the product for purposes other than those for which it was designed, (d) damage caused by disasters such as fire or loading beyond its design specifications, (e) damage caused by unauthorized attachments or modifications, (f) damage during shipment, storage, mishandling or any abuse by the purchaser, (g) damage due to failure to deploy barriers in advance of flood, (h) damage due to overtopping of barriers by floodwaters that exceed the height of the barrier (i) damage due to improper deployment of the barriers. Goods have been manufactured & inspected by our suppliers with great care. However, damage caused by mishandling

FLOOD PROTECT USA LIMITED WARRANTY

during a customer installation can be avoided by due care and attention to installation and shipping instructions

3. Warranty of title. In addition to the warranties set forth in the previous paragraphs Flood Protect warrants that it has good title to the product free of any encumbrance, and that the product shall be delivered by Flood Protect USA.

4. Disclaimer of warranty. The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. Limitations of remedies. In no case shall Flood Protect USA be liable for any special, incidental or consequential damages ("Damages") based upon breach of contract, negligence, strict tort, or any other legal theory. Such Damages include, but are not limited to loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties, including customers, and injury to property. This limitation does not apply to damages caused by breach of the title warranty, nor to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph 4 may not apply.

6. Time limit for bringing suit. Any action for breach of warranty must be commenced within 5 years and 30 days, following delivery of the goods.

7. No other warranties. Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No representative or employee of Flood Protect USA, or any other party, is authorized to make any warranty in addition to those made in this agreement.