



LIMITED
10
YEAR
WARRANTY

Location:

PowerFoam
550 Murrary Street
Midlothian, TX 76065

Limited Warranty. PowerFoam, LLC hereby warrants that for a period of ten (10) years, commencing with the date of delivery (the "Warranty Period"), that the PowerFoam Geofoam product will maintain 90% of its ASTM D6817 Compressive Resistance at 1%. If, during the Warranty Period, the PowerFoam Geofoam is determined by sampling and testing (conducted as provided below) not to meet warranty value, the PowerFoam will either deliver to the owner ("Owner") of the project on which the Geofoam was initially installed a quantity of equivalent PowerFoam Geofoam product to replace the non-performing PowerFoam Geofoam or, at the PowerFoam's sole discretion, refund to the Owner the original purchase price of the non-performing PowerFoam Geofoam. The PowerFoam's maximum liability for any warranty claim shall not exceed the original purchase price of the PowerFoam Geofoam.

THE WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY POWERFOAM AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. PowerFoam's obligations under this Warranty will only take effect if the PowerFoam Geofoam was installed in strict accordance with all applicable PowerFoam Geofoam specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the PowerFoam Geofoam have been paid in full. This Warranty shall be void if, in the PowerFoam's sole judgment, the PowerFoam Geofoam's performance has been impaired by either damage or alterations to the PowerFoam Geofoam without obtaining prior written approval from the PowerFoam.

Exclusions. PowerFoam does not warrant the compatibility of any other product (including but not limited to any membranes or coatings) with the PowerFoam Geofoam, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental costs and any other harm to persons or property.

Sampling and Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by PowerFoam, and samples of the PowerFoam Geofoam shall only be taken in the presence of an authorized PowerFoam representative. Testing of PowerFoam Geofoam samples shall be in accordance with ASTM D6817, or the then closest PowerFoam's approved effective equivalent thereof. PowerFoam Geofoam samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of PowerFoam Geofoam covering removal and replacement) shall be at the Owner's sole expense.