

Tech-Wood NA Retaining Wall Warranty

(a) Seller warrants to Buyer that, for a period of twenty (20) years from the date of purchase, under normal use and conditions, Seller's Retaining Wall Products shall be free from defects in material and workmanship and shall not crack, split, splinter, rot, blister, pit or incur damage from termites or fungal decay. For the first five (5) years of the warranty period, Seller shall warranty its Retaining Wall product 100%. From the end of the fifth (5th) year, the warranty value will decrease by a prorated amount until the end of the twentieth (20th) year. If any such defect occurs within the warranty period, Buyer shall promptly notify Seller in writing and, upon confirmation by an authorized Seller representative of such defect, Seller's sole responsibility shall be to replace the defective item (not to include the cost of its initial installation). All warranties are transferable one (1) time with proper registration of the product by the Buyer at the initial purchase.

(b) This warranty shall not cover and Seller shall not be responsible for costs incurred with respect to the removal of defective Seller Products or the installation of replacement materials, including but not limited to labor and freight.

(c) Seller does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition resulting from (1) improper installation; (2) use of Seller's products beyond normal use, or in an application not recommended by Seller's guidelines and/or local building codes; (3) movement, distortion or settling of the ground on which Seller's products are installed; (4) any act of God (such as severe wind, earthquake, flooding, lightning, etc.), environmental condition (such as atmospheric pollutants, mold, mildew, etc.), or staining from foreign substances (such as oil, grease, dirt, etc.); (5) variations or changes in color of Seller's products; (6) improper handling, storage, neglect or abuse of Seller's products; or (7) heat or excessive temperature exposure, or any other causes or occurrences beyond Seller's control and unrelated to the manufacturing process.

(d) No person or entity is authorized by Seller to make and Seller shall not be bound by any statement or representation as to the performance of Seller's products other than as contained in this warranty. This warranty shall not be amended or altered except in a writing signed by Seller and Buyer.

1. Exclusion of Warranties, Liability and Limitation of Damages.

(a) EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, ALL CONDITIONS, WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE, GENERAL LAW OR OTHERWISE ARE, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY EXCLUDED AND THE TERMS OF THIS AGREEMENT ARE THE ONLY TERMS AND CONDITIONS WHICH APPLY. SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY AS TO THE CONDITION, QUALITY OR FITNESS OF THE PRODUCTS FOR BUYER'S REQUIREMENTS OR FOR ANY PARTICULAR PURPOSE. WHERE THE LAW IMPLIES A WARRANTY, SELLER EXPRESSLY LIMITS ITS LIABILITY UNDER ANY SUCH WARRANTY TO THE REPAIR OR REPLACEMENT (AT SELLER'S CHOICE) OF ANY PRODUCT SUPPLIED UNDER THIS AGREEMENT.

(b) UNDER NO CIRCUMSTANCES SHALL SELLER (OR ITS OFFICERS, EMPLOYEES OR AGENTS) BE LIABLE TO THE BUYER AND/OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE SUSTAINED BY BUYER AND/OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION LOST PROFITS OR COSTS, IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS, WHETHER SOUGHT IN TORT OR CONTRACT. RATHER, IN THE EVENT THAT SELLER'S PRODUCTS ARE DEFECTIVE OR FAULTY IN ANY WAY, THE SOLE REMEDY OF

BUYER AND/OR ANY THIRD PARTY SHALL BE FOR REPAIR OR REPLACEMENT (AT SELLER'S ELECTION) OF THESE PRODUCTS AS SET FORTH IN SECTION 7 ABOVE.

(c) SELLER'S LIABILITY IN REGARD TO DEFECTIVE PRODUCTS SHALL IN NO WAY EXCEED THE REPLACEMENT VALUE OF SUCH PRODUCTS OR REFUND OF THE PRO-RATED PURCHASE PRICE AS SET FORTH IN SECTION 7 ABOVE.