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FiberLock Limited Warranty

1. In the continental United States:
 - a. Seller warrants the Equipment manufactured by Seller will be free from defects in workmanship and materials under normal use and regular service and maintenance for up to (5) years from the completion of manufacturing. The warranty period shall be based upon the warranty registration information provided by the Buyer within the time period allowed by the Seller.
2. In Canada, Mexico, Outlying Portions of the United States:
 - a. Seller warrants the Equipment manufactured by Seller will be free from defects in workmanship and materials under normal use and regular service and maintenance for up to (5) years from the completion of manufacturing. The warranty period shall be based upon the warranty registration information provided by the Buyer within the time period allowed by the Seller.
 - b. Buyer shall bear all costs of removing, packaging, and shipping to / from Seller's facility.
3. International:
 - a. Seller warrants the Equipment manufactured by Seller will be free from defects in workmanship and materials under normal use and regular service and maintenance for up to (1) year from the completion of manufacturing.
 - b. Buyer shall bear all costs of removing, packaging, and shipping to / from Seller's facility.

WARRANTY PERIOD

4. Except for international orders as outlined above, the time period for the warranty shall be as follows:
 - a. (1) year - no information provided
 - b. (3) years – end user information and installation photos provided
 - c. (5) years – end user information and both installation and operation photos provided
 - d. Should the above not be provided as outlined below, no warranty implied or expressed shall be provided or apply.
5. All time periods above require that the Buyer provide the above information no later than (120) days from manufacturing completion. Should the warranty information not be provided during this time, the warranty shall not be extended regardless of latter transmittal of the required information.

RESALE PRODUCTS

6. Products purchased by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

SOLE AND EXCLUSIVE

7. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE EQUIPMENT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE, AND WHETHER OR NOT SELLER'S EQUIPMENT IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.
8. This warranty is contingent upon the proper use of the Equipment and does not extend to normal maintenance, and shall be void if the Equipment is: subjected to unusual physical / environmental stress, neglect, misuse, inadequate storage, inadequate / improper maintenance, improper installation, damage caused by flying or falling objects, collisions with animals or vehicles, or damages caused by environmental extremes or natural disasters, including, but not limited to: earthquakes, floods, hail, lightning, or tornadoes.
9. For applications where chemical or temperature compatibility is required, it is incumbent upon the Buyer to notify the Seller at the time of quotation, in writing, of the nature of the exposure (chemical, concentration, temperatures). Failure of the Buyer to notify the seller in writing at the time of quotation of such exposure shall void this warranty and shall exhaust the Buyer's recourse against the Seller.
10. Buyer assumes all other responsibility for any loss or damages due to misuse, accident, abuse, normal wear and tear, Buyer's negligence, unauthorized modification or alteration, use beyond rated capacity, or improper installation, anchoring, sealing, maintenance or application of the Equipment as well as responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Equipment, either alone or in combination with other products/components.



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REPAIR LOCATION

11. Should Equipment manufactured by the Seller become defective during the warranty period, the Seller shall repair or replace it solely at its discretion.
12. Warranty repairs shall be made – solely at the Seller's discretion - at the Seller's facility or a facility of the Seller's choosing.
13. Should the Seller deem that field service of the Equipment is necessary, the Buyer shall locate the Equipment in a safe, secure, ground-level area from which the Seller, its parent company, or its independent subcontractors may perform their work, without site access preconditions or insurance burden.
14. The Buyer shall bear all costs associated with the removal, packing, unpacking, and reinstallation of the Equipment, as well as any costs associated with temporary site accommodations while the Equipment is being repaired.

MOBILIZATION, SITE ACCOMMODATION, REINSTALLATION

15. Should the Seller determine that the Equipment must be repaired at its facility, or a facility of the Seller's choosing; the Buyer shall bear all costs associated with the removal, packing, unpacking, and reinstallation of the Equipment, as well as any costs associated with temporary site accommodations while the Equipment is being repaired.

TRANSPORTATION CHARGES

16. The Buyer shall pay transportation charges to return the Equipment to the Seller.
17. For continental United States locations the Seller shall pay surface transportation charges to return the repaired Equipment to the Buyer.
18. For locations in Canada, Mexico, Outlying Portions of the United States, or other international locations, Buyer shall pay transportation charges to and from the Seller's facility.
19. Damage to the Equipment during shipment back to the Seller shall not be warranted.

OFF-SITE REPAIRS

20. If during the warranty period, the Buyer desires warranty service at a place other than Seller's plant or - at Seller's choice - the site where the Equipment is installed, or by personnel other than Seller's employees or subcontractors, the Buyer shall pay all additional travel expenses and costs in excess of those which would have otherwise been incurred by Seller at a straight time rate for the work performed at Seller's plant or Equipment installation site.
21. The Buyer shall bear all costs associated with the removal, packing, unpacking, and reinstallation of the Equipment, as well as any costs associated with temporary site accommodations while the Equipment is being repaired.
22. To the extent that Seller has been supplied specifications, information, representations of the operating conditions or other data in the selection or design of the Equipment and the preparation of Seller's Quotation, and in the event that actual operating conditions or other conditions differ from those represented to Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

SHORTAGE / CORRECTNESS

23. Claims for shortage must be conveyed by the Buyer to the Seller, in writing, no later than (10) calendar days from the date of the receipt of the Equipment. Claims for shortage beyond this period will not be accepted nor will they be adequate reason for the delay or diminishment of payment. Failure by Buyer to give such written notice to Seller within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for shortage.
24. Claims for correctness (defined as the layout or configuration of what was acknowledged by the Seller for the Buyer's order) must be conveyed by the Buyer to the Seller, in writing, no later than (30) calendar days from the date of the receipt of the Equipment. Claims for correctness beyond this period will not be accepted nor will they be adequate reason for the delay or diminishment of payment. Failure by Buyer to give such written notice to Seller within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such correctness.

WARRANTY REPAIR EXTENSION



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25. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the warranty period or (90) days from the date of Seller's service, whichever is longer.

RETURNS

26. Prior to returning Equipment, for service, the Buyer shall obtain a Return Material Authorization (RMA) number by contacting the Seller's customer service department.
27. Prior to returning Products purchased for resale to the Buyer, the Buyer shall obtain a Return Material Authorization (RMA) number from the Product manufacturer's customer service department. If the manufacturer of the Product issues the Seller a credit for properly returned Products, the Seller shall refund THAT AMOUNT ONLY to the Buyer – it shall not refund the amount invoiced by the Seller to the Buyer for the Product.

PAST DUE

28. Should Buyer be past due in payment to Seller for this or any other Agreement between the two parties, Seller's warranty obligations shall be waived until such time as the Buyer's account is current (including any and all collections charges, rates, or fees). Under no circumstances shall the warranty period for the Equipment extend due to the resolution of Buyer's past due payments.

MANHOLES

29. Manholes sold by the Seller with open spaces between the device / flume / channel / etc. and the manhole barrel wall SHALL BE REQUIRED to have either a poured, watertight shoulder or integral fiberglass bench for this warranty to take effect. Damage or failure of the structure due to lack of such a structure shall not be warrantable.

SHELTERS

1. Shelters sold by the Seller require maintenance of the connecting seams. Damage to or failure of shelter or equipment within dues to lack of maintenance of these seams shall not be warrantable.