



PERMATRAK NORTH AMERICA LLC

LIMITED WARRANTY

PermaTrak warrants that its precast products will, under normal conditions, maintain their structural integrity and shape for a period of 10 years from the date of installation. The foregoing warranty does not cover damage due to defective foundation work, faulty installation, loads in excess of those for which the products are designed, sudden impact, explosion, earthquake or other forces or conditions not within the scope of normal conditions.

With regard to other products, if any, sold by PermaTrak to Purchaser, PermaTrak warrants that such products will be free from manifestations of defects in material and workmanship for a period of one year after the date of delivery of the products.

PERMATRAK MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED.

In the case of precast products, PermaTrak's liability under this warranty shall be limited to, at PermaTrak's option, either repairing or providing replacements for the nonconforming products. In the case of other products, PermaTrak's liability shall be limited to, at PermaTrak's option, repairing, providing replacements for, or refunding the purchase price of, the nonconforming products.

This warranty does not cover, and PermaTrak shall not be responsible for, costs and expenses incurred in connection with the removal of nonconforming precast or other products or the installation of replacement precast or other products. PermaTrak's total cumulative liability in any way arising from or pertaining to any precast products or other products shall not in any case exceed the purchase price paid by Purchaser for such precast products or other products. IN NO EVENT SHALL PERMATRAK HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY TYPE, WHETHER PURCHASER'S CLAIM IS FOUNDED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES.

Project Name:

Project Location:

Owner:

Date Boardwalk Completed:

PermaTrak Signature: _____ Date: _____