



AKWASEAL® LIMITED WARRANTY

LIMITED WARRANTY: Subject to the terms and conditions set forth below, Colloid Environmental Technologies Company ("CETCO") warrants to the Purchaser that the Akwaseal® Pond Liner product supplied by CETCO (the "Product") will at the time of delivery by CETCO be free from defects in material.

CLAIMS: The foregoing warranty shall remain in effect for a period of twenty (20) years from the date the Product is delivered to Purchaser. During the Warranty Period, CETCO will replace or, at its option refund the purchase price for, any Products failing to meet the foregoing warranty. Any claim by Purchaser for any claimed defect hereunder for any cause shall be deemed waived by Purchaser unless submitted to CETCO in writing within thirty (30) days from the date Purchaser discovers, or should have discovered any claimed breach.

EXCLUSIONS: CETCO shall have no liability for breach of the warranty caused by (A) accident, neglect, abuse or mishandling of the Product, including failure of Purchaser to use reasonable care in maintaining the Product; (B) failure of Purchaser to comply with all CETCO installation and maintenance suggestions and requirements for the Product; or (C) natural occurrences and acts of God, including without limitation, earthquakes, floods, piecing hail, tornadoes or explosions.

LIMITATIONS: THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CETCO does not authorize any person, including its representatives, to make any representations or warranty, condition or guaranty other than this warranty. Without limitation to the foregoing, any warranty concerning workmanship or non-CETCO materials provided by the installing contractor of the Product or any other subsequent contractor performing work on or to the Product is enforceable against such contractor, and is not provided by, and is not enforceable against, CETCO.

UNDER NO CIRCUMSTANCES SHALL CETCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF ANY PRODUCT TO PERFORM AS WARRANTED OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. **CETCO's LIABILITY HEREUNDER SHALL IN ANY CASE BE LIMITED TO THE COST OF REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF DEFECTIVE PRODUCTS, OR, AT CETCO'S ELECTION, THE REPAYMENT OF OR CREDITING TO PURCHASER OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH PRODUCTS.** The foregoing states the sole and exclusive liability of CETCO and the sole and exclusive remedy of Purchaser.

MISCELLANEOUS: CETCO's failure at any time to enforce or rely upon any of the terms of conditions stated herein should not be construed to be a waiver of its rights hereunder. This warranty may not be assigned. This warranty shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to the provisions concerning the conflicts of laws.