



DUR-A-FLEX
INNOVATION FROM THE FLOOR UP

Warranties; Limitations of Remedies and Liability

Dur-A-Flex warrants that its goods are free from any defects in material or workmanship and are in conformity with its published specifications, subject to standard tolerances for variations, except that color cannot be warranted as to uniformity of shade or conformity to samples. Dur-A-Flex's sole liability and Customer's exclusive remedy for breach of any warranty as expressly limited, at Dur-A-Flex's option, is to replace material at the original FOB point or refund of the purchase price. A written notice of claim for breach of warranty must be delivered to Dur-A-Flex within sixty (60) days of observation and no more than one (1) year after delivery of the product. Dur-A-Flex shall be allowed reasonable opportunity to investigate the claim and inspect the product. In no event may Customer recover damages exceeding the price paid by the Customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

DUR-A-FLEX MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. DUR-A-FLEX SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL WARRANTIES ARE NULL AND VOID IF CUSTOMER HAS NOT PAID IN FULL IN ACCORDANCE WITH DUR-A-FLEX'S PAYMENT TERMS. Dur-A-Flex shall not be liable for any claim resulting from failure to utilize product in the manner in which it was intended and in accordance with instructions provided for use of product on Dur-A-Flex, Inc.'s web site, product catalogue or otherwise. Dur-A-Flex shall not be liable for bond failures caused by deficiencies in the substrate including, but not limited to, the presence of ionic compounds or soluble salts, alkali silicate reaction, alkali aggregate reaction, shale-pop, and other expansive reactions of aggregates and reinforcements.

Dur-A-Flex, Inc. shall not be liable, and Customer waives all claims made against Dur-A-Flex, Inc. for prospective profits or special, indirect, incidental or consequential damages, or any other damages or remedies not specifically provided above, based upon negligence, breach of warranty, strict liability in tort or any other cause of action. Dur-A-Flex, Inc. will not be liable for, and the Customer shall defend, indemnify and hold harmless (including without limitation costs and attorney's fees) Dur-A-Flex, Inc. from, any loss, damage or injury to persons or property, or claim thereof, resulting from (A) Customer's or any third party's or end user's handling, storage, transportation, resale, application or other use of the goods, or in combination with other substances, or otherwise or (B) selection or recommendation by Dur-A-Flex, Inc. of any applicator or other contractor. Any controversy or claim arising out of or relating to the within Warranty, terms and conditions shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.

