



## **LIMITED CURED-IN-PLACE PIPE MATERIALS WARRANTY**

LMK Technologies, LLC ("LMK") warrants that the cured-in-place pipe materials (the "Materials"), when properly maintained and installed within one hundred twenty (120) days of manufacture, will be free from defects in material and workmanship for ten (10) years from the date of delivery to LMK's customer ("Customer") or delivery to such other party as LMK's Customer may direct. LMK warrants to Customer that, when installed in accordance with applicable LMK standard operating procedures, the Materials are manufactured and supplied to the requirements of ASTM F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY LMK WITH RESPECT TO THE MATERIALS AND ARE IN LIEU OF AND EXCLUDE 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 LMK, AND WHETHER OR NOT THE MATERIALS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY LMK FOR CUSTOMER'S USE OR PURPOSE.

Customer assumes all other responsibility and liability for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Materials, either alone or in combination with other products/components. LMK neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Materials, and there are no oral agreements or warranties collateral to or affecting this warranty statement or the contract to which this warranty statement is incorporated. No claim by Customer alleging defects with respect to the Materials provided hereunder shall be valid unless reasonably verified by LMK to have resulted from a defect covered hereunder.

The warranties contained herein do not extend to any losses or damages due to acts of God, misuse, accident, abuse, neglect, normal wear and tear, corrosion, abrasion, use of unsuitable lubricants, negligence (other than LMK's), modification or alteration not performed by LMK, improper installation, improper repair, improper handling, or improper application, improper or insufficient maintenance, storage outside of the recommended temperature range, infringement of a third party's intellectual property rights, or LMK's reliance on the drawings, specifications, samples, descriptions and/or other requirements, including performance specifications, provided to LMK by Customer or at Customer's direction or on Customer's behalf, or any other cause not the fault of LMK (collectively, the "Warranty Exclusions"). Without limiting any installation requirements, the Materials must only be installed in gravity fed pipes no deeper than the depth approved by a certified engineer licensed to make such determinations (or such greater depth as may be approved in advance by LMK); the pipe must consist of normal, standard sanitary sewer flows; and the installation and operation of the Materials must be consistent with the techniques required by LMK and, when not in conflict, consistent with industry practice. The occurrence of any of the Warranty Exclusions shall render the warranties provided hereunder null and void. Customer understands and agrees that the Materials shall be used only as directed and that Customer shall not modify the Materials in any way or use the Materials in any manner other than as intended by LMK. Further, Customer understands and agrees that any modification of the Materials or of any part or portion thereof presents a serious risk of personal and property damage. If Customer has any questions regarding this provision, Customer should contact LMK.

LMK shall, at its sole option and as Customer's exclusive remedy for breach of any warranty provided hereunder, repair or replace the defective Materials, or refund the purchase price received by LMK for the defective Materials. The correction of such defects by repair or replacement, or the refund of purchase price for the defective Materials, shall constitute the complete fulfillment of LMK obligations to Customer under the warranties provided herein. The term of the warranties for any Materials repaired or replaced pursuant to these Standard Terms shall continue for the remainder, if any, of the original, defective Material's warranty period. Notwithstanding the exclusive remedies provided hereunder, if it is ultimately determined that such remedies fails in their essential purpose, then any action which may be brought against LMK subject to this Limited Cured-in-Place Pipe Materials Warranty will be limited to 100% of the purchase price received by LMK for such portion of the Materials for which the exclusive remedy has so failed. LMK assumes no responsibility and shall have no liability for any repairs or replacements by Customer without LMK's prior written authorization (including, without limitation, the costs of removing or segregating any defective Materials so that the repairs or replacements can be made).