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InterWrap® Corp RhinoMat® 750 Geomembrane Limited Warranty

Project Name: _____

Install Site Address: _____

Geomembrane Type: RhinoMat® 750 Application: Water containment

Installed by: _____ Install date: _____

Liner roll numbers: _____

InterWrap® Corp. (the "Manufacturer") hereby warrants to the owner named below (the "Owner"), that **RhinoMat® 750** Geomembrane (the "Product") sold for the above-referenced water containment project, is free from manufacturing defects, and able to withstand normal use/weathering for a period of 20 years exposed and 25 years buried, from the date of install.

The Manufacturer's warranty does not cover or apply to the following:

1. Damages or defects in the Product resulting from acts of God, casualty or catastrophe including but not limited to: wind, earthquakes, floods, piercing hail, tornadoes or force majeure.
2. The term "normal use" as used herein does not include, among other things, the exposure of the Product to chemicals. Chemical resistance performance is the responsibility of the end user/customer since they have control of part production/design/composition and exposure conditions (including chemicals, concentration, time and temperature). As such, any geomembrane should be thoroughly evaluated for its intended application.
3. Also, the term "normal use" as used herein does not include; abuse of the Product by machinery, equipment, people and/or animals; improper site preparation or covering materials; existing conditions, including, but not limited to, subsurface conditions beneath the Product such as a settlement of the ground, cave in, etc.; excessive pressures or stresses from any source or improper application or installation; improper operation and maintenance by the Owner.
4. The Product Warranty is intended for commercial use only and is not in effect for the consumer. The parties expressly agree that the purchase hereunder is for commercial or industrial use only.
5. The Product is only warranted for its original installation site, warranty is void if product is moved to a new location. Product warranty is void if the Product is mixed with other geomembrane products on the same liner project.



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Remedy:

Should defects or premature loss of use within the scope of the stated Warranty occur, the Manufacturer will, at its option, repair or replace the portion of the Product found to be defective on a pro-rata basis at the then current price, FOB point of manufacture, in such a manner as to charge the Owner only for that portion of the warranted life which has elapsed since the install date. Install date is determined as the purchase date by the Owner. The Manufacturer will have the right to inspect and determine the cause of any alleged defect in the Product and to take the appropriate steps to repair or replace the geomembrane if a defect exists which is covered under this Warranty. Any determination as to what constitutes the appropriate steps of remedying a defect will be made by the Manufacturer. This Warranty extends only to the Manufacturer's Product and does not extend to the installation service of the Manufacturer, fabricator or third parties. The only remedy available under this Warranty is repair or replacement of the portion of the Product found to be defective with a similar or improved material.

The Owner shall provide The Manufacturer with written notice of any potential claims under this Warranty within thirty (30) days of discovery. Such notice shall be provided by email, fax or mail to the Manufacturer's Technical Service Department, along with field samples, application details, and digital pictures. The Manufacturer reserves the right to reserve warranty claim judgment pending full field evaluation. The Manufacturer's Technical Service department is located at InterWrap Corp. (Mission Plant), 7163 Beatty Drive, Mission, BC Canada V2V 6C4; email: info@interwrap.com; or toll-free at 1-888-713-7663.

Should the required notice not be given within the prescribed timeframe, the defect and all warranties are waived by the Owner and the Owner shall not have any rights of recovery against the Manufacturer. The Manufacturer shall not be obligated to perform repairs or replacements under this Warranty unless and until the area to be repaired or replaced is clean, dry and unencumbered. This includes, but is not limited to, the area made available for repair and/or replacement of the Product to be free from all water, dirt, sludge, residuals and liquids of any kind. If after inspection it is determined that there is no claim under this Warranty, the Owner shall reimburse the Manufacturer for its costs associated with the site inspection.

In the event the exclusive remedy provided herein fails in its essential purpose, and in that event only, the Owner shall be entitled to a return of the original purchase price for as much of the material as the Manufacturer determines to have violated the Warranty provided herein. The Manufacturer shall not be liable for any installation costs or any other direct, indirect, incidental, specific or consequential damages of any kind or any loss of profits resulting from failure of the Product or the breach of this Warranty, whether such damage is for breach of warranty, negligence or otherwise. The Manufacturer shall not be obligated to reimburse the Owner for any repairs, replacement, modifications or alterations made by the Owner unless the Manufacturer specifically authorized, in writing, said repairs, replacements, modifications or alterations in advance of them having been made. The Manufacturer's liability under this Warranty shall in no event exceed the replacement cost of the Product sold for the above referenced Project.



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Sole and Exclusive Warranty:

This warranty is exclusive and replaces all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose. No employee, agent, or representative of the Manufacturer has the authority to make or give any other warranty or vary any of the terms or conditions. No statements made in any of the Manufacturer’s brochures, pamphlets, flyers, advertisements, or promotional materials of any kind constitute a warranty other than as set forth herein. The Owner waives all other possible warranties, except those specifically given. This Warranty is for the sole benefit of the Owner and is non-transferable and non-assignable, i.e., there are no third-party beneficiaries to this Warranty.

The Owner acknowledges by acceptance that the Warranty herein given is accepted in preference to any and other possible materials warranties. If any of the terms or provisions contained herein are unenforceable, such term or provision shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

This Warranty only becomes effective after the Owner completes all the information requested below and signs and submits this document within 90 days of install and the Manufacturer receives and approves the same. The Owner agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of this Warranty shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law or conflict of laws rules or provisions. Any disputes, claims or causes of action arising out of or relating to this Warranty shall be resolved individually, without resort to any form of class action, exclusively in the federal courts of the State of Washington.

InterWrap Corp.

Authorized by signature: _____ Date: _____

Name: _____ Title: _____

Issued Date:

I hereby state that I have read and understand the above and foregoing Warranty and agree to such by signing hereunder.

Owner – Company Name: _____

Authorized by signature: _____ Date: _____

Signatory name : _____ Title: _____

Project Name: _____