



LIMITED
10
YEAR
WARRANTY

Foam-Control Geofoam Manufacturer:

Location:

Limited Warranty. The Foam-Control Geofoam Manufacturer hereby warrants that for a period of ten (10) years, commencing with the date of delivery (the "Warranty Period"), that the Geofoam product will maintain 90% of its ASTM D6817 Compressive Resistance at 1%. If, during the Warranty Period, the Geofoam is determined by sampling and testing (conducted as provided below) not to meet warranty value, the Foam-Control Geofoam Manufacturer will either deliver to the owner ("Owner") of the project on which the Geofoam was initially installed a quantity of equivalent Foam-Control Geofoam product to replace the non-performing Geofoam or, at the Foam-Control Geofoam Manufacturer's sole discretion, refund to the Owner the original purchase price of the non-performing Geofoam. The Foam-Control Geofoam Manufacturer's maximum liability for any warranty claim shall not exceed the original purchase price of the Geofoam.

THE WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE FOAM-CONTROL GEOFOAM MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. The Foam-Control Geofoam Manufacturer's obligations under this Warranty will only take effect if the Geofoam was installed in strict accordance with all applicable Foam-Control Geofoam specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the Geofoam have been paid in full. This Warranty shall be void if, in the Foam-Control Geofoam Manufacturer's sole judgment, the Geofoam's performance has been impaired by either damage or alterations to the Geofoam without obtaining prior written approval from the Foam-Control Geofoam Manufacturer.

Exclusions. The Foam-Control Geofoam Manufacturer does not warrant the compatibility of any other product (including but not limited to any membranes or coatings) with the Geofoam, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental costs and any other harm to persons or property.

Sampling and Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by the Foam-Control Geofoam Manufacturer, and samples of the Geofoam shall only be taken in the presence of an authorized Foam-Control Geofoam Manufacturer representative. Testing of Geofoam samples shall be in accordance with ASTM D6817, or the then closest Foam-Control Geofoam Manufacturer's approved effective equivalent thereof. Geofoam samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of Geofoam covering removal and replacement) shall be at the Owner's sole expense.