



SOLMAX INTERNATIONAL INC. – SPECIMEN STANDARD LIMITED WARRANTY

PROJECT:
ADDRESS:

GEOMEMBRANE TYPE:
EFFECTIVE DATE:

SOLMAX hereby warrants to **BENEFICIARY** that the geomembrane sold for the above mentioned **PROJECT** (“**SOLMAX geomembrane**”) conforms at the time of sale to the specifications of **SOLMAX**, and to be free from manufacturing defects, and to be able to withstand normal weathering for a period of 5 years from the above **EFFECTIVE DATE** for normal use in approved applications.

This Warranty does not include damages or defects in the **SOLMAX geomembrane** resulting from acts of God, casualty or catastrophe including but not limited to: earthquakes, floods, piercing hail, tornadoes or force majeure. The term “normal use” as used herein does not include, among other things, the exposure of **SOLMAX geomembrane** to harmful chemicals; abuse of **SOLMAX geomembrane** by machinery, equipment, people, animals; improper site preparation or covering materials; existing conditions, including, but not limited to, subsurface conditions beneath the geomembrane 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. **SOLMAX geomembrane** Warranty is intended for commercial use only and is not in effect for the consumer. The parties expressly agree that the sale hereunder is for commercial or industrial use only.

Should defects or premature loss of use within the scope of the above Warranty occur, **SOLMAX** will, at its option, repair or replace **SOLMAX geomembrane** on a pro-rata basis at the then current price in such a manner as to charge **BENEFICIARY** only for that portion of the warranted life which has elapsed since the **EFFECTIVE DATE**. **SOLMAX** will have the right to inspect and determine the cause of any alleged defect in **SOLMAX geomembrane** and to take the appropriate steps to repair or replace **SOLMAX geomembrane** if a defect exist which is covered under this Warranty. Any determination as to what constitutes the appropriate steps of remedying a defect will be made by **SOLMAX**. This Warranty extends only to **SOLMAX’s geomembrane**, and does not extend to the installation service of **SOLMAX** or third parties.

Any claim for any alleged defect under this Warranty must be made in writing, by certified mail, to the President of **SOLMAX** within ten (10) days of becoming aware of the alleged defect. Should the require notice not be given within that timeframe, the defect and all warranties are waived by **BENEFICIARY**, and **BENEFICIARY** shall not have any rights of recovery against **SOLMAX**. **SOLMAX** 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 **SOLMAX geomembrane** 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, **BENEFICIARY** shall reimburse **SOLMAX** 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, **BENEFICIARY** shall be entitled to a return of the purchase price for so much of the material as **SOLMAX** determines to have violated the Warranty provided herein. **SOLMAX** shall not be liable for any direct, indirect, incidental, specific or consequential damages of any kind or any loss of profits resulting from failure of **SOLMAX geomembrane** or the breach of this Warranty, whether such damage are for breach of warranty, negligence or otherwise. **SOLMAX** shall not be obligated to reimburse **BENEFICIARY** for any repairs, replacement, modifications or alterations made by **BENEFICIARY** unless **SOLMAX** specifically authorized, in writing, said repairs, replacements, modifications or alterations in advance of them having been made. **SOLMAX’s liability under this Warranty shall in no event exceed the replacement cost of the SOLMAX geomembrane sold for the above mentioned PROJECT which has violated the Warranty provided herein.**

SOLMAX neither assumes nor authorizes any person other than the undersigned of **SOLMAX** to assume for it any other or additional liability in connection with **SOLMAX geomembrane** made on the basis of the Warranty. The Warranty on **SOLMAX geomembrane** herein is given in lieu of all other possible material warranties, either expressed or implied, and by accepting delivery of the material, **BENEFICIARY** waives all other possible warranties, except those specifically given. This Warranty is for the sole benefit of **BENEFICIARY** and is non-transferable and non-assignable; i.e., there are no third-party beneficiaries to this Warranty.

BENEFICIARY acknowledges by acceptance that the Warranty herein given is accepted in preference to any and other possible materials warranties.

SOLMAX MAKES NO WARRANTY OF ANY OTHER KIND OTHER THAN THAT GIVEN ABOVE AND HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS THE ONLY WARRANTY THAT APPLIES TO THE MATERIALS REFERRED TO HEREIN AND SOLMAX DISCLAIMS ANY LIABILITY FOR ANY WARRANTIES GIVEN BY ANY OTHER PERSON OR ENTITY, EITHER WRITTEN OR ORAL.

In the event any term or provision of this Warranty is inconsistent with or in conflict with any writing, purchase order, or contract executed by "**SOLMAX**", then, to the extent such inconsistency or conflict exists, the terms and conditions of this Warranty shall control in all respects.

The legal relations of "**SOLMAX**" and **BENEFICIARY** shall be determined and governed exclusively by the laws of the province of Quebec, Canada. **BENEFICIARY** consents to the exclusive jurisdiction of the courts sitting in Montreal, Quebec, Canada.

SOLMAX'S WARRANTY BECOMES AN OBLIGATION OF SOLMAX TO PERFORM UNDER THE WARRANTY ONLY UPON RECEIPT OF FINAL PAYMENT. SAID WARRANTY SHALL NOT BE HONORED UNTIL AN ORIGINAL DATED AND SIGNED COPY BY AN AUTHORIZED OFFICER OF BENEFICIARY HAS BEEN DULY RETURNED TO SOLMAX AND IF NOT SIGNED AND RETURNED TO SOLMAX BEFORE 90 DAYS OF ITS ISSUANCE, THIS WARRANTY WILL NOT TAKE EFFECT AND IN SUCH EVENT, SOLMAX'S GEOMEMBRANE IS SOLD "AS IS" AND SOLMAX DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF THE PRODUCT IN ADDITION TO ITS DISCLAIMERS SET FORTH IN THIS LIMITED WARRANTY.

SOLMAX INTERNATIONAL INC.

BY- Contract Administrator

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

BENEFICIARY

BY: _____

TITLE: _____

DATE: _____