

Warranty for Barkman Concrete's Industrial Use Products

Related Product Families: Hydro Base, Custom, Barrier Curbs, Boat Ramp, Bike Lanes, Lift stations, Post and Beams

Barkman ("Barkman", "we", "us", and "our") warrants our products designed for Industrial (as hereinafter defined) use such as trench components and custom structures ("Product" or "Products") for 5 (Five) years from the date you received the product (the "Standard Warranty Period." "Industrial" means any area and surrounding buildings used for industrial purposes including, but not limited to, public works and manufacturing. We reserve the right to determine, in our sole discretion, whether a purpose qualifies as Industrial.

We will replace or repair at our option, without charge, any defective Product installed and maintained to our guidelines under normal use. This warranty shall not apply to repair or replacement required as a result of normal wear and tear. Our obligations under this warranty are void in their entirety if the Product is in any way abused or neglected. This warranty does not cover damage resulting from external causes including accident (including, but not limited to, fire, explosion and flood), usage outside of specification or not in accordance with product instructions, modifications and alterations performed and not approved by Barkman, or cosmetic damage, all to be determined in our sole discretion. This warranty does not cover defects, damages or errors resulting from service or repair provided by unauthorized third parties. The labour charges incurred in replacing or repairing any warrantied Products are not included in this warranty. **Product repair or replacement does not renew the Standard Warranty Period.**

We cannot guarantee that repaired or replaced Products will match the colour of the original Products or any reference item. The materials that provide a Product's colour include a blend of components that vary when mixed. The Product's colour will vary from piece to piece. Thus, colour matching to any reference items, including but not limited to, printed literature, digital pictures or previous product is not guaranteed and not included in this warranty. Proper installation requires installation from multiple bundles randomly (if more than one bundle is installed). This creates an attractive and subtle, if otherwise unpredictable, blending of colour. In the event Product replacement colour variation occurs, it may be due to the following:

- (1) Product was not subjected to identical weathering conditions as the original piece.
- (2) Minor colour variation is inherent due to raw material exchanges between production runs.

Upon receipt of the Product, it is to be verified prior to installation as installation constitutes your acceptance of the Product as is.

The following conditions or events are not covered by the warranty and are applicable to the sale of all Products:

1. Splitting, chipping or other breakage that could be caused by impact, abrasion or overloading.
2. Use for a purpose other than intended in our sole discretion.
3. Damage to any building or structure in or to which the product is near, attached or installed.
4. Damage that occurs during initial or subsequent installation or construction of a connected or associated building or structure.
5. Damage caused by natural disasters, including, but not limited to, lightning, floods, hurricanes, earthquakes, tornadoes, fire, vegetation or any other act of God.
6. Acts of negligence or misuse by the owner, installer or any third party in our sole discretion.
7. Heat or fire exposure.
8. Excessive exposure to water and salts or chemical treatments.
9. Efflorescence, polymeric haze or construction and/or vegetation-born residue.
10. Product or colour has been discontinued or purchased as a "Special Order"
11. Small cracks $\leq 0.3\text{mm}$ regardless of location, depth or length

The following limitations are applicable to all Products:

1. Barkman (including its directors, officers, employees, and agents) is not responsible for:
 - a. installation of replacement Products. Its sole obligation in the event it elects to provide a replacement Product is the cost of the replacement Product;
 - b. refunding the purchase price of the Product or any pro-rata portion of the purchase price; and
 - c. honoring this warranty without proof of purchase, such as a Barkman invoice or dealer invoice.
2. Barkman (including its directors, officers, employees, and agents) shall not be liable for:
 - a. any consequential, incidental, general, or special damages related to the Product or Product failure, including, but not limited to, loss of time or use, inconvenience, or any damage to personal or real property or economic injury;
 - b. the repair or replacement of the Product where the failure or defect is the result of damage to any building or structure of which the Product is a part, vandalism or damage to any property, real or personal, to which the Product is connected, associated with or used in conjunction with;
 - c. small cracks or surface imperfections in concrete that are within tolerance, resulting from normal expansion and contraction. These are not considered a defect or failure and are not covered by this warranty;
 - d. any indirect, incidental or consequential loss or damage of any kind whatsoever, regardless of the cause of such loss or damage. This includes, but is not limited to, damage to personal or real property, lost profits or business interruptions; and
 - e. any amount exceeding the purchase price of the individual Product or Products giving rise to the alleged or proven loss.

THIS WARRANTY IS BARKMAN'S SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT AND IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND THERE ARE NO WARRANTIES EXTENDED BEYOND THOSE DESCRIBED ON THE FACE HEREOF. UNLESS OTHERWISE AGREED TO BY BARKMAN IN WRITING, ALL OF THE PROVISIONS CONTAINED IN THIS WARRANTY SHALL SUPERSEDE ANY PRINTED CONDITIONS OF CONTRACT WHICH MAY BE PRINTED IN ANY PAST OR FUTURE COMMUNICATION OR DOCUMENT FROM THE PURCHASER OR THE PURCHASER'S AGENT.