

Concast, Inc.
Five (5) Year Limited Warranty
Polymer Concrete Products

This Limited Warranty applies only to polymer concrete products. Concast, Inc.'s warranty obligations for this product are limited to the terms set forth below:

Concast, Inc. warrants this product against defects in materials and workmanship under normal use for a period of FIVE (5) YEARS from the date of purchase by the original purchaser ("Warranty Period"). If a defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Concast, Inc. will either (1) repair the defect at no charge, using new or parts equivalent to new in performance and reliability, (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. In no event shall Concast, Inc.'s liability exceed the total original invoiced price for the product.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products manufactured by or for Concast, Inc., subject to the conditions and limitations provided herein. Concast, Inc., in so far as permitted by law, provides its products "AS IS". Concast, Inc. is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to cosmetic or surface damage, including but not limited to scratches, dents and chips that do not adversely impact the structural integrity of the product; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes or Acts of God; (c) to damage caused by using the product outside the permitted or intended uses described by Concast, Inc.; (d) to damage caused by anyone who is not a representative of Concast, Inc.; (e) to a product or part that has been modified to alter functionality, structural integrity or capability without the written permission of Concast, Inc.; (f) to any non-polymer concrete based products or non-polymer concrete based product parts, components or accessories, including, without limitation, any cement, fiberglass, aluminum or galvanized steel products or product parts, components or accessories. ANY NON-POLYMER CONCRETE BASED PRODUCTS OR NON-POLYMER CONCRETE BASED PRODUCT PARTS, COMPONENTS OR ACCESSORIES SHALL NOT BE COVERED BY THIS WARRANTY.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, CONCAST, INC. SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF CONCAST, INC. CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY CONCAST, INC. IN ITS SOLE DISCRETION.

No Concast, Inc. reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, CONCAST, INC. IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

OBTAINING WARRANTY SERVICE

If the product is not functioning properly, please contact Concast, Inc. Any claim under this limited warranty must be made in writing within the Warranty Period, and within thirty (30) days of discovery of the alleged defect. Any claim must be mailed or delivered to Concast, Inc., 1010 North Star Drive P.O. Box 69 Zumbrota, MN 55992-0069.