

INLAND MODIFIED & BUR

5 YEAR LIMITED PRODUCT WARRANTY

Warranty #: _____
Company / Building: _____
Address: _____
Contact Person: _____ Phone #: _____
Inland Contractor: _____
Inland Specification: _____ Surface Area: _____
Application Dates: Begin: _____ Completed: _____

Inland Coatings Corporation (hereinafter referred to as Inland) warrants to the building owner identified herein, that Inland products are free from defects in manufacture when applied in strict conformance with the current Inland Specification #IMB350M. This warranty shall extend for a period of five (5) years from the original date of application completion as identified above. This warranty is not transferrable.

If at any time during the warranty period the Inland products are found to be defective, Inland shall, at Inland's sole discretion, either: (1) Supply replacement product for the portion of the Inland Products found to be defective; or (2) Refund the purchase price for the portion of the Inland Products found to be defective. If Inland elects to replace product, it shall be covered under the terms of this warranty for the remainder of the original warranty. If Inland elects to refund the purchase price, the terms of this warranty applicable to the defective product shall terminate.

This warranty shall not become effective until all necessary documentation is received by Inland and the warranty is approved and accepted in writing by a duly authorized officer of Inland.

GENERAL CONDITIONS

- 1) No claims or adjustments under this warranty will be honored unless Inland is notified in writing of the failure of the products and is given the opportunity to inspect the claimed failure before repairs are made. Any repairs made before such notification will render this warranty void.
- 2) Buyer shall determine the suitability of the product for the intended use and assumes all risks and liabilities therefore. Inland's obligation under this warranty is limited to providing replacement product or refund of the purchase price, at Inland's option, for the portion of any Inland Product found to be defective. Inland's obligations do not extend to, or include, furnishing of labor, supplies or other materials involved in removing, tear off, repair, recoating or reapplication of the affected area, or bearing any of the costs thereof.
- 3) This warranty is not applicable to residential installations or any installation under 100 squares in size unless pre-approved in writing by Inland. Where applicable see Attachment 'A' for special approval.
- 4) The foregoing warranty is in lieu of any and all other warranties and guarantees, expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. The remedies of the buyer for any breach of warranty shall be limited to those herein provided to the exclusion of any and all other remedies including without limitation, incidental or consequential damages. No agreement changing the foregoing warranty remedies will be binding upon Inland unless in writing, signed by a duly authorized officer of Inland.

Inland ***will not be responsible for*** defects caused by any of the following:

- 1) Natural disasters including but not limited to floods, lightning, hail, hurricanes, gales, earthquakes, tornadoes, or vandalism.
- 2) Installation, erection, or construction of any additional equipment or structure on or through the Inland products after the original date of application completion.
- 3) Exposure to chemicals and/or substances that have been pre-determined to be harmful to the Inland products, including but not limited to commercial and industrial solvents, oils, greases, and other similar substances.
- 4) Failure of any component underlying the Inland products, as well as infiltration of condensation or moisture in, through, around, or above the walls of the building.
- 5) Failure of any materials not manufactured and/or recommended by Inland.
- 6) Traffic upon, or storage of materials on the Inland products.
- 7) Ponding water or the absence of positive drainage within the warranted area.

This warranty shall be deemed a contract and shall be deemed entered into under and pursuant to the laws of the State of Iowa and shall be governed as to all matters and questions whatsoever, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws. Any legal actions involved with this warranty shall be brought in the Court of Dallas County, Iowa, ie., the County Court or Circuit Court of Dallas County, Iowa.

OWNER'S REPRESENTATIVE:

Print Name: _____

Printed Title: _____

Signature: _____

Date: _____

INLAND CONTRACTOR:

Print Name: _____

Printed Title: _____

Signature: _____

Date: _____

INLAND COATINGS CORPORATION:

Print Name: _____

Printed Title: _____

Signature: _____

Date: _____