

## PVC WATERSTOP LIMITED WARRANTY:

Vinylex Waterstop & Accessories warrants to the Buyer that this product will be free of defects and will perform as represented in writing, subject to the (2) following conditions:

First, the application of the product and the concrete construction practices used in the application are in accordance with Vinylex Waterstop & Accessories Recommendations.

Second, the Buyer has selected the proper product for the specific application required. Vinylex Waterstop & Accessories disclaims any responsibility for the selection of a particular waterstop product. Product selection is the sole responsibility and decision of the buyer. The suitability of any material for a specific application requiring fluid resistance is best determined by specific testing for the application. Vinylex Waterstop & Accessories urges the Buyer to conduct its own testing.

Any information supplied by Vinylex Waterstop & Accessories, with respect to its products is believed to be correct. Vinylex Waterstop & Accessories makes no representations or warranties, express or implied, as to the accuracy or completeness of such information or the use of such information for a particular purpose. Vinylex Waterstop & Accessories has not performed any tests. Any test data has been prepared by independent commercial laboratories.

Because Vinylex Waterstop & Accessories has no control over either the application or the selection of its products, Vinylex Waterstop & Accessories Limited Warranty is as follows:

The exclusive remedies of the Buyer and the limit of the liability of Vinylex Waterstop & Accessories from any and all losses or damages resulting from the use of this product (including claims based on contract, negligence, strict liability, or otherwise) shall be either the full refund of the purchase price to Buyer of this product or the replacement of the quantity of product purchased by the Buyer - at the election of Vinylex Waterstop & Accessories. In no event shall Vinylex Waterstop & Accessories be liable for any incidental or consequential damages. The Buyer and all users of this product are deemed to have accepted the terms of this Limited Warranty which may not be varied in any way by any verbal or written agreement.

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