

WARRANTY

8.1 Warranty Statements

1. StormTrap LLC warrants to the Purchaser that the StormTrap® modules, when installed strictly in accordance with StormTrap LLC's written installation instructions, are of the quality set forth in the specifications published by StormTrap LLC for such module for a warranty period of 5 years. The warranty period shall commence starting the last day of installation of any module.
2. StormTrap LLC further warrants to the Purchaser that the products to be delivered hereunder shall be free of defects in materials and workmanship in normal use and service for a warranty period of 5 years.

8.2 Limits to Warranty

1. This is a Limited Warranty that applies solely to the precast concrete StormTrap® modules and is exclusive and in lieu of all other warranties (whether expressed, implied, or statutory). **EXCEPT AS SET FORTH IN THE WARRANTY STATEMENTS, STORMTRAP LLC MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCTS SOLD HEREUNDER ARE OF MERCHANTABLE QUALITY, ARE FIT FOR ANY PARTICULAR PURPOSE, COMPLY WITH REQUIREMENTS OF ANY SAFETY CODE OR COMPLY WITH THE LAWS AND REGULATIONS OF ANY STATE, MUNICIPALITY OR OTHER JURISDICTION.**

8.3 Limits to Beneficiaries and Damages and Claims

1. This limited warranty is given only to the Purchaser. It may not be assigned to any party other than Purchaser and there are no third party beneficiaries to this limited warranty.
2. **IN NO EVENT SHALL StormTrap LLC BE LIABLE FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND StormTrap LLC SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS, LABOR AND MATERIALS, OVERHEAD COSTS, OR ANY LOSS OR EXPENSE INCURRED BY THE PURCHASER OR ANY THIRD PARTY.**
3. StormTrap LLC's obligation under this warranty shall not include any freight or transportation charges or costs of installation.
4. **StormTrap LLC's TOTAL LIABILITY TO PURCHASER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE StormTrap® MODULES IN RESPECT TO WHICH ANY CLAIM UNDER THIS WARRANTY ARISES, OR FOR ANY AND ALL CLAIMS ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT STRICT LIABILITY OR OTHERWISE.**
5. **THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR PURCHASER WITH RESPECT TO THE StormTrap® MODULES.**
StormTrap LLC shall not be liable to the Purchaser or to any third party for any other product liability claims; claims arising from design, shipment, or installation of the StormTrap® modules, or the cost of other goods or services related to the purchase and installation of the StormTrap® modules.

8.4 Limitations Due to Installation, Handling and Use

1. For this Limited Warranty to apply, the StormTrap® modules must be installed in accordance with all conditions required by state and local codes; all other applicable laws and regulations; and StormTrap LLC's written installation instructions.
2. This warranty shall not apply to any StormTrap® modules which have been subjected to damage from abuse or mishandling, or which have been repaired or modified by anyone other than StormTrap LLC.
2. Excluded from this limited warranty are damages due to alteration, accident, misuse, abuse or neglect; the StormTrap® modules being subject to conditions which are not permitted by StormTrap LLC's design criteria or installation instructions; such as but not limited to failure to maintain the minimum cover or exceed the maximum cover to grade set forth in the design criteria or installation instructions; failure to install within tolerance and set true to line and grade as set forth in the specifications or installation instructions; the placement of improper bedding or backfill materials; improper installation, bedding, or backfill techniques; failure of the product due to improper application or improper sizing; or any other event not caused by StormTrap LLC.

8.5 No Other Expressed Warranty

1. Except as specified herein, no other expressed warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by work or act, shall constitute a warranty.
2. No representative of StormTrap LLC has the authority to change this Limited Warranty in any manner or to extend this Limited Warranty, unless written confirmation is provided by an officer of StormTrap LLC.

8.6 Remedies

1. If a breach of this warranty shall become apparent to the purchaser, the purchaser has the responsibility to provide StormTrap LLC with prompt written notice of the alleged breach at StormTrap LLC's company headquarters. This notice shall be provided within 30 days of the discovery of the alleged defect and shall describe it in detail. **AS THE SOLE AND EXCLUSIVE REMEDY TO PURCHASER FOR SUCH BREACH, StormTrap LLC AGREES TO PROVIDE REPLACEMENT MODULES OR REPAIR THOSE MODULES DETERMINED BY StormTrap LLC TO BE DEFECTIVE AND COVERED BY THIS LIMITED WARRANTY.** Removal and/or installation of the replacement modules is the responsibility of the purchaser and specifically excluded by StormTrap LLC.

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