

## A.10 POLYSTEEL PRODUCT WARRANTY

### **PRODUCT WARRANTY**

#### **POLYSTEEL® INSULATING CONCRETE FORMS**

PolySteel Forms are warranted to be free from manufacturing defects arising from workmanship or defects in material which may cause the PolySteel Forms to be unusable as a form for concrete. This warranty is effective only if the PolySteel Forms are installed in accordance with the Installation Manual, or any other installation instructions or guidelines published by American PolySteel, LLC, and local building codes, and only if American PolySteel, LLC has received written notice of defects within 30 days of the first discovery of a defect but in any event no later than within one year of the date of shipment by American PolySteel, LLC.

**EXCEPT AS EXPRESSLY SET FORTH ABOVE, AMERICAN POLYSTEEL, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** No person has any authority to bind American PolySteel, LLC to any affirmation, representation, or warranty concerning PolySteel Forms except as stated in this Manufacturer's Warranty. American PolySteel, LLC's liability and the purchaser's sole and exclusive remedy from alleged defects in the materials or manufacturing of the PolySteel Forms shall be limited to the replacement of an equivalent amount of product or a refund of the invoice charged (as American PolySteel, LLC may elect) if payment has been made.

In no event shall American PolySteel, LLC be liable for any consequential or incidental damages, losses, costs, or expenses of any person of any kind (including without limitation, loss of profits or injury to credit, reputation, or goodwill) directly or indirectly resulting from any alleged breach of warranty contained in this Manufacturer's Warranty.