

## SUPPORTWORKS, INC.

### LIMITED WARRANTY

*Effective Date: January 1, 2018*

This Limited Warranty is from Supportworks, Inc. ("Supportworks") to the authorized Supportworks Distributor who is the original owner-user ("Owner") of any of the products described in the "Limited Warranty" section below. THIS LIMITED WARRANTY IS MADE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, AND OF ALL OTHER OBLIGATIONS ON THE PART OF SUPPORTWORKS TO THE OWNER. THERE ARE NO WARRANTIES, VERBAL OR WRITTEN, WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESS OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SUPPORTWORKS BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.

This Limited Warranty is null and void if full payment is not received. Supportworks may, in its discretion, waive the requirement of full payment when it supplies government entities directly with its Products. In that case, the warranty will be upheld regardless of the retainage provision so long as the retainage is 10% or less at a maximum retention period not to exceed one year. Any claims made pursuant to this Limited Warranty should be addressed in writing to Supportworks at 12330 Cary Cir. La Vista, NE 68128.

### LIMITED WARRANTY

Subject to the Exclusions from Coverage set forth below, Supportworks provides the following Limited Warranty:

**Push Pier, Helical Pier, Geo-Lock Wall Anchor, CarbonArmor (individually or any combination thereof) ("Products").** Supportworks warrants to Owner that when the Product is installed per Supportworks Technical Specifications and Limitations by Owner, that the Product will be free from defects in material for a period of one year (the "Warranty Period") or Supportworks will replace the defective Product. The Warranty Period begins from the first occurring of either: (1) The date of the Product's installation by Owner; or 2) One year from the date the Owner received the Product from Supportworks.

The Owner may be required to return the Product to Supportworks in order to establish a claim. In this case, Supportworks will inspect the Product and make a final determination as to whether the Product is covered under this Limited Warranty.

Upon expiration of the Warranty Period without Supportworks receipt of notice from Owner of some defect within the Warranty Period, Supportworks shall have no further obligation to make replacements at Supportworks expense under any provision of this Warranty and Owner shall not make any further demand or claim.

### EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) Improper Installation of Product; (3) Field Load Testing Failures; (4) Damaged Product due to Shipment; (5) Incorrect Selection of Product; (6) Change in Product Conditions; (7) Limitations in Design; (8) Failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Supportworks control.

### LIMITED REMEDY

Supportworks sole obligation to Owner with respect to this Limited Warranty is to provide the materials necessary to repair or replace any Defect as set forth in the "Limited Warranty" section above. **Unauthorized repairs will void this Limited Warranty.** In no event shall Supportworks liability to Owner exceed the price paid by Owner for the Product claimed to be defective. Supportworks is not responsible for any consequential, incidental, or indirect damages. These damages include, but are not limited to liquidated damages.

### ACCEPTANCE OF TERMS

Installation, Operation or Use of the Product (s) for which this Limited Warranty is issued shall constitute acceptance of the terms of this Limited Warranty.