

A.03.0 – Standard Limited Warranty

REV. 1

1/9/12

Brentwood Industries, Inc. (Brentwood): Stormwater Products

- (A) This Limited Warranty applies solely to the StormTank™ product; including platens, columns and side panels manufactured by Brentwood and sold to the original purchaser (the “Purchaser”). The platens, columns, side panels are collectively referred to as the “Products.”
- (B) The structural integrity of the Products, when installed strictly in accordance with Brentwood’s written installation instructions at the time of installation, are warranted to the Purchaser against defective materials and workmanship for one (1) year from the date of purchase. Should a defect appear in the Limited Warranty period, the Purchaser shall provide Brentwood with written notice of the alleged defect at Brentwood’s corporate headquarters within ten (10) days of the discovery of the defect. The notice shall describe the alleged defect in reasonable detail. Brentwood agrees to supply replacement for those Products determined by Brentwood to be defective and covered by this Limited Warranty. The supply of replacement products is the sole remedy of the Purchaser for breaches of this Limited Warranty. Brentwood’s liability specially excludes the cost of removal and/or installation of the Products and in any event is limited to the value of the purchase price for the product.
- (C) No representative of Brentwood has the authority to change this Limited Warranty in any manner or to extend this Limited Warranty. This Limited Warranty does not apply to any person other than to the Purchaser.
- (D) Under no circumstances shall Brentwood be liable to the Purchaser or to any third party for product liability claims; claims arising from the design, shipment, or installation of the Products, or the cost of other goods or services related to the purchase and installation of the Products. For this Limited Warranty to apply, the Products must be installed in accordance with all local, state and federal codes; all other applicable laws, Brentwood’s written installation instructions and proper Product registration at completion of installation.
- (E) **THE LIMITED WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. BRENTWOOD SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS; LABOR AND MATERIALS; OVERHEAD COSTS; OR OTHER LOSS OR EXPENSE INCURRED BY THE PURCHASER OR ANY THIRD PARTY. SPECIFICALLY EXCLUDED FROM LIMITED WARRANTY COVERAGE ARE DAMAGE TO THE PRODUCTS ARISING FROM ORDINARY WEAR AND TEAR; ALTERATION, ACCIDENT, MISUSE, ABUSE OR NEGLIGENCE; THE PRODUCTS BEING SUBJECTED TO VEHICLE TRAFFIC, ADJACENT EXCAVATION OR OTHER CONDITIONS WHICH ARE NOT PERMITTED BY BRENTWOOD’S WRITTEN SPECIFICATIONS OR INSTALLATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE INSTALLATION INSTRUCTIONS; THE PLACEMENT OF IMPROPER MATERIALS INTO OR ONTO THE PRODUCTS; FAILURE TO THE PRODUCTS DUE TO IMPROPER SITING OR IMPROPER SIZING; OR ANY OTHER EVENT NOT CAUSED BY BRENTWOOD. THIS LIMITED WARRANTY REPRESENTS BRENTWOOD’S SOLE LIABILITY TO THE PURCHASER FOR CLAIMS RELATED TO THE PRODUCT, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, OR OTHER LEGAL THEORY.**
- (F) **BRENTWOOD INDUSTRIES DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED WITH RESPECT TO ANY SERVICE OR DELIVERABLE OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS (SECTION, PARAGRAPH, QUOTATION, PROPOSAL, ETC) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**