

SEWPERCOAT® 10 YEAR LIMITED WARRANTY (OWNER)

This warranty extends to the OWNER of the structure to which SewperCoat® is applied, effective as of the OWNER's acceptance of the work: Kerneos warrants to the OWNER that SewperCoat® PG and SewperCoat® 2000HS products, when installed in compliance with the recommended installation guidelines published by Kerneos, will protect sanitary wastewater structures from biogenic corrosion caused by exposure to sanitary sewerage environment.

To be honored, claims must be filed by the OWNER within 10 years of acceptance of the work by OWNER. Kerneos' obligations hereunder extend only to providing labor and material to replace the defective material.

This warranty excludes consequential and incidental damages (including, without limitation, damage to equipment and peripheral facilities, service interruption, and loss of use). This warranty applies to sanitary sewage exposure only. Exposure to effluent, chemicals, or contaminants from industrial discharge will void this limited warranty.

SEWPERCOAT® LIMITED WARRANTY (BUYER)

Kerneos warrants to the BUYER of this product that, at the time of shipment, the product conforms to the Specifications set forth in Section 2 of the applicable Product Data Sheet. To be honored, claims under this warranty must be filed by the BUYER within 30 days of use of the product or 6 months of delivery to its BUYER, whichever comes first. Kerneos' sole obligation and the sole and exclusive remedy of BUYER under this warranty shall be the replacement of any nonconforming product or, at Kerneos' option, the refund of the purchase price paid by its BUYER.

DISCLAIMER OF OTHER WARRANTIES

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, TO OWNER OR BUYER EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO WARRANTY IS GIVEN FOR, OR MAY BE IMPLIED FROM, ANY TECHNICAL ADVICE OR RECOMMENDATIONS PROVIDED BY KERNEOS.

WARRANTY CLAIM PROCEDURE

Kerneos reserves the right to inspect and determine whether any claim is the result of a breach of a warranty set forth herein or is related to another cause (all other causes are expressly excluded from coverage by the warranties contained herein).

Any claim under this limited warranty requiring an investigation by Kerneos may require extensive laboratory testing. It is the responsibility of any party making a claim to make any product or structure requiring testing accessible and available to Kerneos within a reasonable period of time after a claim arises. Inspection, including thickness verification and the gathering of specimens for testing may require the removal of a portion of the SewperCoat® lining in question or, if a structure requiring investigation cannot be made readily accessible, the removal of any frames, covers, or obstructions. At Kerneos' option, technical investigations and testing may be performed by either Kerneos internal facilities or by an independent agency.

It is the responsibility of the buyer to maintain and document product installation and job acceptance reports in accordance with all applicable instructions including, without limitation, the location and date, the quantities installed, the mixing methods, surface preparation procedures used, installation personnel, and existing conditions of the structure including H₂S concentrations and initial surface pH. Kerneos will provide installation report forms upon request.