

**Limited Warranty; Exclusions; Remedy; Limitation of Liability effective 2018  
for all Triad products including: DamGates, PolyPro Ball Valves, DamSurge Valves**

(A) Limited warranty.

Triad Fastener, L.P. (hereafter referred to as The Company) warrants that at the time of shipment the product manufactured by it shall be free from defects in material and workmanship in normal conditions of use and service. The Company's warranty is conditioned upon the product being properly installed and maintained and operated within the product's capacity under proper operating condition. Product, accessories and other parts and components not manufactured by the Company are warranted only to the extent of and by the original manufacturer's warranty to the Company, and in no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to the Purchaser than the Company's warranty covering product manufactured by the Company.

(B) Exclusions from Warranty

**(I) THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS SECTION AND TO THE EXTENT PERMITTED BY LAW THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION AS TO DURATION, WARRANTY ADJUSTMENT AND LIMITATION OF LIABILITY SHALL BE THE SAME FOR BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESS WARRANTIES.**

(II) The Company's warranty is solely as stated in (A) above and does not apply or extend, for example, to expendable items, ordinary wear and tear, altered units, units repaired by persons not expressly approved by the Company, materials not of the Company's manufacture, or damage caused by accident, the elements, abuse or misuse.

(C) Remedy for Breach of Limited Warranty.

The Company shall repair or shall replace F.O.B. Alda, Nebraska, any parts of the product which are found to be defective in design, workmanship, or material, during a period of one year following delivery of the product to Purchaser, provided the product is operated by the Purchaser in accordance with generally approved practice and in accordance with operating manuals provided by the Company, and provided the Purchaser notifies the Company in writing within ten (10) days of discovery of any alleged defect. Any warranty adjustments made by the Company shall not extend the initial warranty period set forth above. The warranty period of replacements to the product made by the Company shall terminate upon the termination of the initial warranty period set forth above. Expenses incurred by Purchaser for labor to replace or repair or expenses to return the product or any part or parts to Company will not be reimbursed by the Company.

#### (D) Spare and Replacement Parts Warranty Adjustment

When the Company sells spare and replacement parts this subparagraph (D) sets forth the warranty adjustment for such parts. Purchaser must make claim of any breach of any spare or replacement parts warranty by written notice to the Company's home office within ten (10) days of discovery of any alleged defect for all such parts manufactured by the Company. The Company agrees at its option to repair or replace but not install, F.O.B. Company's plant, any part or parts it manufactures which, within one year from the date of delivery to Purchaser shall prove to the Company's satisfaction (including return to the Company's plant, transportation prepaid, for inspection, if required by the Company) to be defective within this parts warranty. The warranty period for spare and replacement parts not manufactured by the Company purchased by the Company from third party suppliers) shall be limited to the Warranty and Warranty Adjustments extended to the Company by the original manufacture of such parts; in no event shall such other manufacturer's warranty create any more extensive warranty obligation of the Company to the Purchaser for such parts than the Company's Warranty Adjustment covering parts manufactured by the Company as set forth in this subparagraph (D). Expenses incurred by the Purchaser for labor to replace or repair or expenses to return the spare or replacement parts will not be reimbursed by the Company.

#### (E) Limitation of liability

The remedy provision set forth in this paragraph shall be Purchaser's sole and exclusive remedy and the extend of the Company's liability for breach of the limited warranty or for breach of any other implied or express warranties, representations, instructions or defects from any cause in connection with the sale or use of product. **THIS LIMITATION OF LIABILITY EXPRESSLY PROHIBITS THE BUYER FROM REVOKING ITS ACCEPTANCE OF THE EXPENSE, DIRECTLY OR INDIRECTLY, OR CONSEQUENTIAL DAMAGES, OR FOR THE LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE PRODUCT, SPARE OR REPLACEMENT PARTS, OR FROM ANY OTHER CAUSE, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR TORT, OR CONTRACT,** regardless of any advice or recommendations that may have been rendered concerning the purchase, installation or use of the product.