

## **AquaMaster® RLLDPE30 LIMITED WARRANTY**

Intertape Polymer Corp., Inc. (“Intertape”) warrants to the Owner named below that the AquaMaster® Geo-membrane product RLLDPE30 (hereinafter referred to as “Product”), made from fabric manufactured by Intertape, is free from defects in materials and workmanship for a period of one (1) year from the date of purchase by the Owner or the date of shipment by us or our representative to the Owner, whichever is the earlier.

Subject to all the terms stated below, Intertape further gives a limited warranty that the Product will withstand normal weathering and environmental degradation from the above mentioned date for a period of time (as outlined below) of normal service as a primary containment membrane in the containment of water. The period of time for the limited warranty is twenty years from the above mentioned date. This limited warranty does not include:

(i) Damages to the Product resulting from Acts of God or catastrophic events, such as (but not limited to) earthquakes, tornadoes, hurricanes and strong winds, fire or ice, subsidence, sinkholes, etc.; or damages to the Product resulting from people, animals, harmful chemicals, falling objects, mechanical abuses by machinery or excessive pressures or stresses from any source.

(ii) Improper installation of the Product. This warranty does not apply to the workmanship of any recommended or approved installers, nor any persons formally or futurely employed by Intertape.

(iii) Damage to the Product from being installed in soil that is not free of sharp protrusions and foreign objects, or damage to the Product from fill that is not free of all foreign and sharp objects.

Should Owner believe that the Product is defective within the scope of this warranty, Owner must inform Intertape in writing, to the address listed above, of the suspected defect within thirty (30) days that Owner discovers the alleged defect or **THIS WARRANTY IS DEEMED WAIVED BY THE OWNER**. To enable Intertape staff to properly determine the cause of any alleged defect and to take appropriate steps to effect timely corrective measures, if such defect is within the scope of the warranty, Owner agrees to provide Intertape with clean, dry and unobstructed access to the liner to perform inspections and possible repairs. If the alleged defect is determined to be outside of the scope of the limited warranty, Owner is obliged to reimburse Intertape for reasonable travel expenses and manpower costs.

Should defects occur within the scope of this limited warranty, Intertape will supply, repair or replace materials on a pro rata basis at the then current price, in such a manner as to charge the Owner only for the percentage of the twenty (20) year warranty life which has elapsed. The only remedy available under this warranty is repair or replacement of the Product with similar or improved material. Intertape shall not be liable for any installation costs, or consequential damages or any other loss of whatever kind.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, AND INTERTAPE HEREBY**

EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTY FOR MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF, AND NO INTERTAPE EMPLOYEE, OR ANYONE ELSE, MAY EXTEND OR CHANGE THIS WARRANTY.

In no event is Intertape liable for any special, indirect, incidental or consequential damages. This Warranty is deemed void if Owner attempts to repair, replace, remove, alter or disturb Product or allow anyone else to do the same except in emergencies or situations where it is necessary to prevent damage to property or persons or the environment.

This Warranty only becomes effective after Owner completes all the information requested below and signs and submits the attached application and Intertape receives and approves the same. Owner agrees that any dispute regarding this warranty shall be resolved by arbitration in Ontario, Canada.

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**Intertape Polymer Corp., Inc.**

I hereby state that I have read and understand the preceding Warranty statement and agree to all its terms and conditions by signing the document as written and supplied to me.

**Owner**

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Location where Product  
was purchased: \_\_\_\_\_

Date of installation: \_\_\_\_\_

Product ID #: \_\_\_\_\_