

Poly-America

THIS WARRANTY SUBJECT TO ARBITRATION

POLY-AMERICA, L.P. LIMITED REPLACEMENT WARRANTY FOR CONSTRUCTION FILM

This Limited Replacement Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Section 1 — Limited Replacement Warranty Coverage

Poly-America, L.P. warrants, for a period of one hundred eighty (180) days from the date of purchase, that construction film sold by Poly-America, L.P. shall be free from defects in material. During this one hundred eighty day period, Poly-America, L.P. will replace defective material at no additional charge to the purchaser/user.

Section 2 — Limits of Limited Replacement Warranty

I. The sole responsibility of Poly-America, L.P., its affiliates, related entities, and/or their officers, directors, employees, and/or partners (collectively, “Manufacturer”) regarding claims relating in any way, shape or form to defective construction film is to replace the defective product. The liability of Manufacturer under this Limited Replacement Warranty shall in no event exceed the replacement cost of the product sold to the purchaser. Further, under no circumstances shall Manufacturer be liable for any special, direct, indirect, incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

II. This Limited Replacement Warranty does not include damages or defects resulting from acts of God, casualty or catastrophe including but not limited to: earthquakes, floods, piercing hail, tornadoes or force majeure.

III. MANUFACTURER SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT DESCRIBED HEREIN OR REQUIRED BY LAW. MANUFACTURER SELLS THE PRODUCT WITHOUT ANY IMPLIED WARRANTIES OF ANY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THEREFORE, MANUFACTURER UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS

OTHERWISE PROVIDED IN THIS LIMITED REPLACEMENT WARRANTY. MANUFACTURER ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH THE PURCHASER MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED REPLACEMENT WARRANTY. Manufacturer makes no representation as to the proper use of any construction film materials. Additionally, the determination of suitability for a particular use or of any particular method employed in using and/or applying this material is not the responsibility of Manufacturer. Purchaser shall be solely responsible for determining the adequacy of the product for any and all uses to which the purchaser shall apply the product, and the application of the product by purchaser shall not be subject to any implied warranty of fitness for that purpose. Manufacturer hereby gives notice that any statements, descriptions, or other communications made by Manufacturer in the sale of the subject product shall not create any warranty that the product shall be fit for any particular purpose or otherwise create any express warranty not explicitly contained in this agreement. Statements, descriptions or other communications are informational only, and not made or given as a warranty of the product in any way.

IV. By accepting this Limited Replacement Warranty or by using the subject product, purchaser/user waives all liability arising under law or otherwise, **WHETHER OR NOT CAUSED BY MANUFACTURER'S NEGLIGENCE**, except to the limited extent set forth herein.

V. The Limited Replacement Warranty shall not apply to any products that have been repaired or altered by anyone other than Manufacturer. Any damages resulting from the alteration, modification, or misuse of products made by Manufacturer shall in no way be the responsibility of Manufacturer.

Section 3 — Binding Arbitration

By use and/or application of the products described herein, it is agreed that any controversy or claim arising out of or relating to said use and/or application shall be decided by binding arbitration in accordance with the United States Arbitration Act (Title 9, U.S. Code) in Dallas, Texas. The arbitration shall be conducted by a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, then each party shall pick an individual qualified to serve as an arbitrator and those two individuals shall then appoint a third arbitrator. Discovery shall be limited to one deposition and one set of twenty-five interrogatories per party. The arbitrator's award shall be final and may be confirmed by the judgment of a state or federal court in the jurisdiction where the arbitration occurred. The arbitrator(s) shall have no power or authority to award exemplary or punitive damages, or to alter, amend, or supplement any term, condition, or provision of this agreement. The parties consent to jurisdiction and venue in competent state and federal courts in Dallas, Texas. Each party shall bear its own attorney's fees, regardless of the outcome of the

arbitration. All costs of arbitration, including but not limited to filing fees, arbitrator(s) fees, and stenographer fees, shall be shared equally by the parties.

Section 4 — Replacement Warranty Disclaimer

The Limited Replacement Warranty herein is given in lieu of all other possible warranties, whether expressed or implied, and by accepting delivery and/or using the product, purchaser/user accepts this Limited Replacement Warranty and only this Limited Replacement Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Section 5- Severability

If any provision of this Limited Replacement Warranty shall be found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. Any provision of this Limited Replacement Warranty held illegal, invalid, or unenforceable shall remain in full force and effect to the extent not so held. In lieu of the provision held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Replacement Warranty a provision as similar in its terms to such invalid provision as may be possible and may be legal, valid, and enforceable.