CSL Silicones Inc.

CSL Silicones Limited Product Warranty

Customer: _____ Limited Warranty No.: _____

Address: _____

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CSL Product: CSL 316 High Performance Self-Leveling Silicone Concrete Joint Sealant

Limited Warranty Period: 10 years

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LIMITED PRODUCT WARRANTY

CSL Silicones Inc. ("**CSL**", "**we**" or "**our**") warrants to Customer ("**Customer**") only that, for the duration of the warranty period specified above ("**Limited Warranty Period**"), the CSL Product specified above ("**CSL Product**") is free of defects, since many factors which affect the results obtained from this product - such as weather, workmanship, application, equipment utilized and prior condition of the substrate - are all beyond CSL's control; therefore, CSL cannot guarantee results of the application of the CSL Product including, but not limited to: appearance, watertightness, adhesion, mechanical strength and suitability of the substrate. The substrate to be coated must be structurally sound and have reasonable life expectancy prior to being coated.

Subject to the terms and conditions in this CSL Product Limited Product Warranty ("**Limited Warranty**"), if any CSL Product is proved to have a material defect during the Limited Warranty Period, provided it has been applied in accordance with CSL's written directions for uses we recommended as suitable for this CSL Product, Customer's sole and exclusive remedy shall be, at CSL's sole discretion, refund of purchase price or replacement of any defective CSL Product. CSL reserves the right to verify the alleged defect prior to commencing warranty service. CSL is not liable for any other costs including labour, shipping, disposal or other non-CSL Product materials that may be necessary to make the necessary repairs, without limitation. The Customer's remedies shall be limited to those set out in this Limited Warranty. Proof of purchase must be provided. This Limited Warranty is void if the CSL Product is coated over, patched, painted, or covered in any way with any product other than this coating or products approved by CSL.

THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO ALTER OR VARY THE TERMS SET FORTH HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS ARE DISCLAIMED.

WARRANTY PROCEDURES

1. Any claim under this Limited Warranty shall be made in writing by the Customer to CSL within 30 days of the discovery of the potential defect ("**Notice Period**"). Before commencing warranty service, CSL shall require proper evidence that the CSL Product was correctly applied and maintained in accordance with the terms of the Data Sheet and this Limited Warranty. Failure to notify CSL of any potential claim within the Notice Period shall void this Limited Warranty for that claim. CSL shall have no liability under this Limited Warranty at any time after the expiry of the Limited Warranty Period.
2. In the event of damage to or failure of the CSL Product caused by any of the occurrences listed in EXCLUSIONS AND LIMITATIONS below, Customer shall, at its own expense, properly repair such damage or failure and notify CSL in writing.
3. Customer shall allow CSL at its option, to periodically inspect, or have inspected, the CSL Product and any other areas it determines necessary. Any such inspections shall be for CSL's benefit and CSL shall have no duty or obligation to Customer relating thereto. However, CSL will advise Customer if any such inspection detects the existence of any damages listed in EXCLUSIONS AND LIMITATIONS below.
4. This Limited Warranty is expressly conditioned upon notification by Customer to CSL in writing within in the Notice Period of any claims for repairs required under terms of this Limited Warranty so that an inspection by CSL or its representative, at its option, may be made. This Limited Warranty shall automatically become void if CSL is not allowed to perform inspections and/or CSL's reasonable recommendations are not followed.
5. Where CSL supplies CSL Product for replacement or repair, the Customer shall be responsible for all other costs including any other non-CSL Product materials and the labour necessary to make the necessary repairs, without limitation.
6. Customer's failure to pay, when due, the full price for the CSL Product voids this Limited Warranty.
7. The terms and conditions of this Limited Warranty shall in all cases take precedence over any terms and conditions in any purchase order, invoice or other agreement or document relating to the CSL Product.
8. This Limited Warranty applies to the Customer and is not transferrable or assignable in any manner whatsoever.
9. The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability, or completeness either expressed or implied is given other than those required by law. The Customer is responsible for checking the suitability of products for their intended use. Data sheets are updated on a regular basis; it is the Customer's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

EXCLUSIONS AND LIMITATIONS

1. CSL shall not be liable for damage to the substrate, to the structure or to the contents of the structure or for any personal injury or property damage suffered by the Customer or any other person.
2. CSL shall not be liable for performance or lack of performance of any materials used in conjunction with the application of the CSL Product.
3. CSL is not liable for damage to or defect or failure of the CSL Product under this Limited Warranty caused by, due to or resulting from:
   a. an application that was not completed strictly in accordance with CSL's application instructions for the CSL Products;

b. CSL Products which have not been stored, handled, used or maintained in accordance with normal practice or written instructions provided by CSL (including, without limitation, CSL's application guidelines, technical data sheets, and safety data sheets);
c. improper or faulty design or construction on which the CSL Product is directly or indirectly applied;
d. structural defects, settlement, distortion, cracking or failure of the substrate or surface over which the CSL Product is applied, or inadequate performance of products not manufactured or sold by CSL;
e. damage or compromise of the CSL Product if the substrate is altered after initial installation of the CSL Product, whether any such alteration is by structural additions, changes or replacement or overburden and other equipment installations. In order not to void this Limited Warranty, any alterations to the CSL Product must be performed by an authorized CSL applicator with written permission from CSL for such alterations;
f. improper draining, infiltration or condensation of moisture in, through, or around the substrate(s) or surrounding material(s) or insufficient or improper ventilation, where the CSL Product is installed;
g. Customer's (or Customer's customer) failure to exercise reasonable care in maintaining the CSL Product of which it forms a part, including without limitation failing to follow recommended maintenance programs;
h. lightning, earthquake, fire, hurricane, tornado, hail, fire, flood or any other act of God, Acts of war, terror, civil disturbances, riots, government requests, restrictions, laws, regulations, orders or actions, default or delay of suppliers, acts of Customer, or unforeseen circumstances beyond CSL's control or other force majeure events, impact of foreign objects, vandalism or for any cause for which standard insurance policies may provide coverage;
i. exposure to or reactions with chemicals, including but not limited to radiation exposure, greases, solvents, oils, or other chemicals;
j. abuse or mistreatment of the CSL Products;
k. settlement, movement, deflection, warpage, distortion, displacement or other failure of the substrate(s) where the CSL Product is installed;
l. cracks, breaks or openings in the substrate to which the CSL Product was applied;
m. alterations, additions, objects placed on or installations made on the finished sealant surface without CSL's prior written approval;
n. accident, abuse, misuse, penetration, damage or attack by individuals, foreign objects, chemicals (including corrosion caused by or resulting from acids, chemicals or other caustic substances), animals or plant life;
o. failure to store, apply, use, maintain or handle the CSL Product in accordance with the data sheet or this Limited Warranty; or
p. modifications, alterations, service or repairs to CSL Product.

4. The Customer is required to use the structure upon which CSL Product is applied in accordance with its intended use and applicable laws, regulations and standards. Any failure to do so voids this Limited Warranty, unless first approved by CSL in writing.
5. CSL is not liable for any special, consequential, punitive, incidental or indirect damages whatsoever (including without limitation loss of revenue or profits or loss of use of structure, plant or equipment) whether in contract, in tort (including negligence) or otherwise. Customer waives any claims against CSL for such special, consequential, punitive or indirect damages. The total liability of CSL to the Customer in contract, tort or otherwise resulting from or arising in connection with CSL Product shall, under no circumstances, exceed the amount actually paid to CSL for the CSL Product. CSL SHALL HAVE NO LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT OR REFUND (AS SET OUT HEREIN), INCLUDING FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS OR ANY DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. THIS LIMITED WARRANTY PROVIDES CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT.
6. To the extent that any part of this Limited Warranty is determined unenforceable under the law of the place of purchase of the product, that part is severed and the remainder of these terms remain in full force and effect. To the extent permitted by law, the duration of any implied warranties is limited to the duration of CSL's express warranty.

ARBITRATION

In the event of any dispute between CSL and Customer arising out of or relating to CSL Product, the parties shall endeavor in the first instance to reach a settlement of the dispute through friendly consultations and negotiations. If a settlement is not reached within 30 days of commencing friendly negotiations, any dispute shall be determined by a sole arbitrator under the rules of the *International Commercial Arbitration Act* (Ontario) ("**Arbitration Act**"). The arbitrator shall be appointed by CSL pursuant to the rules of the Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction, including without limitation any Ontario, Canada Court. The place of arbitration shall be the City of Toronto, Ontario Canada. The language of arbitration shall be English.

NOTICE

Any notice or communication provided for hereunder must be in writing to the Customer at the address shown on the first page of this Limited Warranty and to CSL at 144 Woodlawn Road West, Guelph, Ontario, Canada N1H 1B5 (or such other address as any party may specify in a written notice to the other party from time to time). Notice will be deemed given and received: (i) upon delivery, if personally delivered with receipt acknowledged; (ii) three business days after having been deposited for overnight delivery with a reputable international express courier, provided the notice is correctly addressed; or (iii) five business days after being sent by registered or certified mail, postage prepaid with proof of delivery, provided the notice is correctly addressed.

LAWS

This Limited Warranty shall be governed by the laws of the Province of Ontario, Canada. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Note: Limited Warranty not in effect unless signed by authorized member of CSL Silicones Inc.

Per CSL Silicones Inc.

Full Name: _____ Signature: _____ Date: _____
Day/Month/Year

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