

ADVANCE

CONCRETE FORM, INC.

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Warranty / Limited Liability

WARRANTY

Advance Concrete Form, Inc. ("Advance") warrants for 12 months from the date of manufacture that at the time of shipment by Advance, the product is free of manufacturing defects and conforms to Advance's product properties in force on the date of acceptance by Advance of the order. Advance shall only be liable under this warranty if the product has been applied, used and stored in accordance with Advance's instructions, in force on the date of acceptance by Advance of the order. The purchaser must examine the product when received and promptly notify Advance in writing of any non-conformity before the product is used and no later than 30 days after such non-conformity is first discovered. If Advance, in its sole discretion, determines that the product breached the above warranty, it will, at its sole discretion: replace the non-conforming product; refund the purchase price; or issue a credit in the amount of the purchase price. This is the sole and exclusive remedy for breach of this warranty. Any modification of this Warranty shall be binding only if such modification is in writing, and signed by an Advance officer. This information supersedes all other sales information received by the customer during the sales process. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, TRADE OR OTHERWISE.

LIMITED LIABILITY

Advance Concrete Form, Inc. ("Advance") shall not be liable in contract or in tort including, without limitation, negligence, strict liability or otherwise for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected saving; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special; incidental, indirect, consequential, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, its obligations under any contract for sale of product, even if Advance could foresee or has been advised of the possibility of such damages. In addition, Advance's liability shall be limited to the purchase price of the Advance product or products that is the source of the claim, and in no event more than the aggregate purchase price, for the last six months, of Advance products purchased by the purchasing party hereto. The Parties expressly agree that these limitations on damages are allocations of risk constituting, in part, the consideration for this contract, and also that such limitations shall survive the determination of any court of competent jurisdiction that any remedy provided in these terms or available at law fails of its essential purpose.