

## LIMITED WARRANTY

BTL™ warrants each synthetic membrane to be free from defects in materials and workmanship and to be able to withstand normal weathering and environmental degradation from the date of installation or sale, whichever occurs first, for a period of: BTL™ 8, BTL™ 12 Clear and BTL 12 SR -2 years; BTL™ 12 and BTL™ 16 -5 years; BTL™ 20, BTL™24x - 10 years; PPL™ 24, BTL™ 24, RPEL-24 and BTL™ 30 - 20 years; BTL™ 40, PPL™ 45 and RPEL-30 - 25 years of normal service as a primary containment membrane in the containment of water, when the synthetic membrane is covered at all times by soil or water. When the synthetic membrane is exposed or uncovered, BTL™ warrants each synthetic membrane fabricated by its employees to be free from defects in materials and workmanship and be able to withstand normal weathering and environmental degradation from the date of installation or sale, whichever occurs first, for a period of BTL™ 12 and BTL™ 16 - 2 years; BTL™ 20, BTL™24x - 5 years; PPL™ 24, BTL™ 24, RPEL-24 and BTL™ 30 - 10 years; BTL™ 40 -15 years; PPL™ 45 and RPEL-30 – 20 years; of normal service as a primary containment membrane in the containment of water. This limited warranty does not include damages or defects in the membrane material resulting from Acts of God, catastrophic events such as earthquakes, tornadoes, hurricanes or force majeure. The term “normal use” does not include exposure of the synthetic membrane to materials or chemicals for which it has not been specifically tested or abuse by machinery or other equipment. Damage to any BTL supplied synthetic membrane by people or animals, damage due to ice, wind, subsidence, inadequate sub-grade, fire, or any excessive force or pressure in any form shall void this warranty.

BTL™ further warrants (if applicable) for a period of 1 (one) year from the date upon which BTL™-supervised installation was completed (or approved by a qualified BTL™ representative) that the installation was performed in a good and workmanlike manner.

The warranty (material and installation) is subject to the following conditions:

1. The synthetic membrane shall have been installed on compacted soil free of sharp protrusions and foreign objects.
2. If “fill” is used over the top of the synthetic membrane it shall be free of all foreign and

sharp objects. Failure to comply with these conditions in all respects will void the warranty.

In the event circumstances are found to exist which Purchaser believes may give rise to a claim under the warranty, the following procedure shall be followed:

- A. Purchaser shall give BTL™ written notice of the facts and circumstances of said claim within 10 days of becoming aware of said facts and circumstances. Said notice shall be by registered or certified mail, return receipt requested, to BTL™, General Manager, 3451 SW Empire, Prineville OR 97754. Failure to provide BTL™ with timely notice of the claim shall void the warranty.
- B. Within twenty days after receipt of proper notice, BTL™, shall inspect the allegedly defective synthetic membrane. Purchaser shall pay the expenses incurred by BTL™ in making the inspection, including current per diem rates for personnel involved in making the inspection, in the event BTL™ determines that the claim is not covered by the warranty.
- C. PURCHASER SHALL NOT REPAIR, REPLACE, REMOVE, ALTER, OR DISTURB ANY SYNTHETIC MEMBRANE, NOR SHALL PURCHASER ALLOW ANYONE ELSE TO REPAIR, REPLACE, REMOVE, ALTER OR DISTURB ANY SYNTHETIC MEMBRANE PRIOR TO SUCH INSPECTION PROVIDED, HOWEVER, THAT PURCHASER MAY TAKE EMERGENCY ACTION NECESSARY TO PREVENT DAMAGE TO PERSONS, PROPERTY OR THE ENVIRONMENT. A FAILURE TO STRICTLY COMPLY WITH THIS PARAGRAPH SHALL VOID THE WARRANTY
- D. If it is determined that the claim is covered by the warranty, BTL™ shall either repair or replace so much of the synthetic membrane as is defective. In the event BTL™ repairs or replaces the defective synthetic membrane, Purchaser shall pay to BTL™ a sum equal to the material and installation costs (using the current sales price of material and BTL™ daily rates for installation) multiplied by a fraction, the numerator of which is the number of years, or fraction thereof, which have elapsed since the synthetic membrane was shipped (in the case of a breach of the material warranty) or installed (in the case of a breach of the installation warranty) and the denominator of which is the length of the applicable warranty. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THE WARRANTY. Any determination as to whether the claim is covered by the warranty or what constitutes the appropriate method of remedying a defect will be made by BTL™, after consultation with the Purchaser.
- E. Purchaser agrees that it shall provide BTL™ with clean, dry and unobstructed access to the defective synthetic membrane in order for BTL™ to perform the inspections and repairs which may be required pursuant to the warranty. BTL™ shall not be liable for any costs relating to providing access to the synthetic membrane.
- F. Purchaser agrees the goods sold under this contract originate in the State of Oregon, USA. This Agreement shall be governed and construed according to the Uniform Commercial Code of the State of Oregon. The parties expressly waive all rights under the United Nations Convention on Contracts for the International Sale of Goods (the “Convention”). Buyer shall cause all contracts for the international resale of the goods being purchased to include an express waiver of application of the Convention to such resale.
- G. Purchaser agrees all disputes arising under this Agreement shall be submitted to final and binding arbitration before the Arbitration Service of Portland, Oregon. Arbitration shall take place in Crook County, Oregon before a single arbitrator. The prevailing party shall be entitled to recover from the losing party a reasonable sum as attorney fees together with costs of arbitration, whether incurred at hearing, on appeal or any judicial action brought in connection with this Agreement.

THE REMEDIES PROVIDED TO THE PURCHASER HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THE WARRANTY, AND ARE INTENDED FOR THE SOLE BENEFIT OF THE PURCHASER. NEITHER THE WARRANTY NOR ANY RIGHTS HEREUNDER SHALL BE ASSIGNABLE. BTL™ SHALL HAVE NO LIABILITY UNDER THE WARRANTY TO THIRD PARTIES OR STRANGERS TO THIS AGREEMENT. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE SYNTHETIC MEMBRANE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL BTL™ BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR, RESULTING FROM, OR IN CONNECTION WITH, THE USE OF THE SYNTHETIC MEMBRANE. IN THE EVENT THE EXCLUSIVE REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE, AND IN THAT EVENT ONLY, THE PURCHASER SHALL BE ENTITLED TO RETURN OF THE PURCHASE PRICE FOR SO MUCH OF THE MATERIAL AS BTL™ DETERMINES TO HAVE VIOLATED THE WARRANTY PROVIDED HEREIN.

Except for the warranty set forth above, no representation or warranty made by any sales or other representative of BTL™, or any other person, concerning the synthetic membrane or its installation shall be binding upon BTL™.

This warranty shall not be effective until full payment has been made to BTL™ Any waiver of the terms and conditions of the Warranty shall be in writing signed by an officer of BTL™. The failure to insist upon strict compliance with any of the terms and conditions contained herein shall not act as a waiver of strict compliance with all of the remaining terms and conditions of the Warranty and shall not operate as a waiver as to any of the terms and conditions of the Warranty as to future claims under the Warranty.

By accepting the delivery of the synthetic membrane the Purchaser waives all other possible warranties, except those specified in this warranty. BTL™ MAKES NO WARRANTY OF ANY KIND OTHER THAN THAT GIVEN ABOVE AND HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Purchaser acknowledges by acceptance that the LIMITED WARRANTY given herein is accepted in preference to any and all other possible warranties.