



**Brentwood Bulkhead Vinyl Sheet Piling Product
Fifty (50) Year, Transferable, Limited Express Warranty**

WARRANTY (“Warranty”): Unless agreed otherwise, in writing, between Brentwood Industries, Inc. (“Brentwood”) and Purchaser, Brentwood warrants its **Bulkhead Vinyl Sheet Piling Product (“Product”)** against defects in materials and workmanship that affect the performance for which it was intended. Warranty coverage is contingent upon proper installation, use and maintenance under ordinary conditions, consistent with the approved design criteria, as well as compliance with Brentwood’s Warranty claim procedure. The Warranty period shall be limited to fifty (50) years from the Product purchase date, and the Warranty is transferable to new property owners with written approval by an authorized Brentwood employee. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.

REMEDY AND EXCLUSIONS: The remedy for a covered defect during the Warranty period shall be limited, at Brentwood’s option, to Product replacement, including shipping costs, or refund of the original purchase price, prorated from the date of purchase. The remedy excludes costs of labor, removal of non-conforming Product, and expenses related to de-installation and re-installation of the Product. In no event will Brentwood be obligated to pay costs, damages or other amounts, in total, exceeding the original price paid to Brentwood for the Product by Purchaser. Additionally, Brentwood shall not warrant Product nor shall be liable to Purchaser or any third party for any damage caused by non-compliance with any of the foregoing conditions or, without limitation, any of the following:

- i) abuse or neglect;
- ii) acts of god;
- iii) normal wear and tear;
- iv) abnormal contaminants detrimental to the Product or damage due to pollutants, solvents or hazardous substances;
- v) improper handling during installation, improper installation, and improper or unintended use; and
- vi) damage during shipping.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER, ANY THIRD PARTY OR OTHER CLAIMANT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

CLAIM PROCEDURE:

- 1) Notification: Warranty claims must be submitted to Brentwood within fifteen (15) days of discovering facts upon which such claim is based and must be accompanied by an original

warranty certification or proof of purchase, detailed explanation of claim and damages, any relevant work logs/repair orders, and pictorial documentation of the defect. Brentwood reserves the right to investigate all claims and request additional information. Claims shall be emailed to: bulkhead@brentwoodindustries.com or mailed to: Brentwood Industries, Inc., Attn: Warranty Claims, 621 Brentwood Drive, Reading, PA, 19611. Claims shall be waived if they are not received in writing nor within the aforementioned Warranty period.

- 2) Dispute Resolution: Brentwood shall, in its sole opinion, have the authority to judge the existence and extent of any alleged defect. In the event Brentwood denies a Warranty claim, the claimant has ten (10) days to supply additional data in support of its claim. If a second denial is made by Brentwood, or a resolution cannot otherwise be reached amongst the parties, both Brentwood and Purchaser agree upon and preserve the right to pursue impartial mediation/arbitration under the Pennsylvania Uniform Arbitration Act, Pa. Stat. §7301-7320, subchapter A. Mediation/arbitration shall take place in Reading, Berks County, in the Commonwealth of Pennsylvania. Costs of mediation/arbitration (excluding attorneys' fees, travel/individual related expenses which shall be borne by the party incurring the costs/expenses) shall be divided equally between Brentwood and Purchaser.

COMPLETE AGREEMENT: This Warranty incorporates and shall be interpreted along with Brentwood's Standard Terms and Conditions in their entirety; however, in the event of conflict between the two, terms of this Warranty shall supersede the Standard Terms and Conditions. Brentwood reserves the right to modify or discontinue offering this Warranty at any time.