

CompositeZ® 50-Year WARRANTY

Bedford Reinforced Plastics, Inc. (hereinafter “Manufacturer”) warrants that each CompositeZ sheet will be free of manufacturing defects and further warrants that each sheet will not peel, rot, blister, corrode, or suffer termite or fungal damage as a result of manufacturing defects. This Warranty is prorated for a period of fifty (50) years from the date of purchase and extends only to the original purchaser.

Each CompositeZ purchaser is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the product. This Warranty shall not apply in the case of product failure resulting from improper installation, normal wear and tear, misuse, intentional or unintentional abuse, settlement or shifting of the earth or any supporting structural components used in conjunction with the product, negligence, modification of the product, accidents, improper maintenance, impact of foreign objects, or tornadoes, hurricanes, floods, fire or other acts of God. This Warranty does not cover applications involving exposure of the sheets to chemicals or other pollutants typically found in industrial environments.

Manufacturer’s liability under this Warranty is limited solely and exclusively to replacement of defective CompositeZ panels, subject to pro-ration, and in no event shall Manufacturer be liable for labor, installation, reinstallation, freight, taxes or any other charge related to defective product.

The purchaser must give notice of any defect within five (5) days of discovery and include proof of purchase, photograph of defect, and written description of defect. Manufacturer reserves the right to investigate any claim hereunder. Manufacturer shall be the sole judge of whether or not the CompositeZ Sheet Piling is defective and whether the defect, if any, is due to manufacturing defects in material or improper installation. Upon verification of a claim, Manufacturer shall arrange for the delivery of replacement product.

This Warranty may not be altered or amended except in a written instrument signed by Manufacturer and CompositeZ purchaser. No dealer or other person or entity is authorized by the Manufacturer to make statements or representation regarding the performance of CompositeZ products except as contained in this Warranty, and the Manufacturer shall not be bound by any such statements other than those contained herein.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO THE REPLACEMENT OF DEFECTIVE PRODUCT AS DESCRIBED HEREIN, MANUFACTURER SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATED TO THE COMPOSITEZ PRODUCT, WHETHER SUCH CLAIM IS BASED UPON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.