LIMITED 10 YR WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE CONTINENTAL UNITED STATES (NOT HAWAII OR ALASKA). ALL PRODUCTS INSTALLED ANYWHERE ELSE, ALL PRODUCTS INSTALLED WITHOUT PRE-APPROVAL, AND ALL PRODUCTS NOT INSTALLED IN STRICT ADHERENCE TO THE MOST RECENT PUBLISHED APPLICATION INSTRUCTIONS, ARE SOLD "AS IS" WITHOUT ANY REPRESENATION, GUARANTEE, OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF PURPOSE.

FORMULATED MATERIALS, LLC ("FM"), warrants to the original owner of the property in which the Product is installed (the "Owner") that, subject to all of the conditions, exclusions, and provisions set forth herein, for a period of ten (10) years from the date of installation (the "Term") for the FM product identified by the HydroPhase brand (the "Product"), that if any manufacturing defects in the Product cause the Product to fail, then FM will provide the product and labor necessary to replace the failed Product, including the material laid immediately on top of the Product (the "Limited Warranty"), provided, however, the Limited Warranty is limited to the cost of the original materials and labor of the initial installation of Product and the material laid immediately on top of the Product.

FAILURE BY OWNER TO STRICTLY COMPLY WITH ANY OF ITS OBLIGATIONS STATED IN THE BELOW CONDITIONS TO WARRANY COVERAGE SHALL EXTINGUISH ALL OBLIGATIONS OF FM UNDER THIS LIMITED WARRANTY.

This Limited Warranty is specifically conditioned upon the following matters, each and all of which shall be a condition precedent to any of FM's obligations hereunder.

PRE-APPROVAL: All installations of the Product must be pre-approved in writing by FM in consideration of the specific application and installation products, methods, and intended uses. OWNER ACKNOWLEDGES AND AGREES THAT THE FAILURE TO RECEIVE PRE-APPROVAL IN WRITING FROM FM IS ABSOLUTE AND UNEQUIVACLE PROOF THE PRODUCT HAS NO REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND.

NOTIFICATION TO FM: The Owner must notify FM by certified mail at 3010 NW 149th Street, Suite 100, Oklahoma City, OK 73134 of any claims under this Limited Warranty within thirty (30) days of discovery of the potential failure of the Product. The notice must include documentary proof of purchase of the Product. Failure of the Owner to notify FM as provided herein shall extinguish all obligations of FM under this Limited Warranty.

FM INSPECTION: After notification from the Owner with the accompanying proof of purchase of the Product, FM shall have a reasonable to inspect the Product, and if requested by FM, the Owner must complete at the Owner's expense a warranty questionnaire, which may include a request for photographs of the structure and/or samples of the Product. The Owner's failure to reasonably comply with FM's requests shall extinguish all obligations of FM under this Limited Warranty. Upon Owner's full cooperation of all requests FM makes of Owner, FM shall have a reasonable time to make its determination on whether manufacturing defects covered by this Limited Warranty was the cause of the Product failure.

STORAGE AND HANDLING: In no event shall FM be liable under this Limited Warranty unless the Product was stored, handled, installed, and maintained in strict compliance with FM's application instructions, specifications, and recommendations.

BUILDING, STRUCTURE, AND SUITABILITY DISCLAIMER: Acceptance of this Limited Warranty shall be conclusive evidence that Owner acknowledges and agrees FM does not practice engineering or architecture and, therefore, shall not consider FM to have offered any warranty, guarantee, or representation whatsoever by FM with respect to the building, structure, plans, specifications, or construction. In addition, FM cannot determine the suitability of the Product for Owner's intended use and purpose and the Owner acknowledges and agrees Owner has the sole responsibility of testing and determining whether the Product is suitable for Owner's desired purpose. THEREFORE, ALL SUCH WARRANTIES, GUARANTIES, AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LMITATION THE IMPLIED WARRANTIES OF ACCURACY, SUITABILITY, *SPEARIN* DOCTRINE, AND COMPLETENESS.

NONWAIVER: The Owner agrees that any inspection by FM of the Product shall not constitute a waiver of any terms, conditions, or limitations set forth in this Limited Warranty, including but not limited to the requirement that the Product be installed in strict compliance with the most recent application instructions, specifications, and recommendations published by FM. THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, REGARDLESS OF ANY BUILDING PLANS AND SPECIFICATIONS THAT MAY REQUIRE OTHERWISE.

EXCLUSIONS FROM COVERAGE: FM shall not be liable under any circumstances for damages arising from damage to any building, structure, or material within such building or structure, either exterior or interior, or any real or personal property contained therein, acts of God including, but not limited to,

LIMITED 10 YR WARRANTY

lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects, radiation or exposure to any chemical that might damage the Product, any structural defects, failures, vibrations, or any excessive movement in the building(s) or structure(s) to which the Product is applied, any deviation installation before, during, or after the Product is installed from the pre-approval instructions, validation requirements, industry standards, latest technical data sheets, or other information on formulatedmaterials.info. There is a potential for efflorescence and shading inherent in all cementitious products and is not considered a manufacturing defect.

NON-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the benefit of the Owner and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale, or transfer of this Limited Warranty or of the building to which the Product is applied shall extinguish all obligations of FM contained herein.

DISPUTES: EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND FM AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. TO ARBITRATE AN ACTION AGAINST FM, OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND FM, AND PROVIDE WRITTEN NOTICE TO FM BY CERTIFIED MAIL AT THE ADDRESS STATED ABOVE. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

FURTHER, OWNER AND FM AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THEM ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION.

Any action relating to the Product or this Limited Warranty must be brought within one year after Owner's initial discovery of a Product failure. No claims will be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties, and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to Owner.

Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity for all matters regarding the Product. OWNER ACKNOWLEDGES AND AGREES FM SHALL NOT BE LIABLE TO DIRECT ECONOMIC, INDIRECT ECONOMIC, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION LOST PROFITS. Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages, so the above limitations or exclusions may not apply to Owner. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF FM, OR ANY PERSON OTHER THAN FM'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR FM ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT.

For any questions about the Product or this Limited Warranty, you can call Formulated Materials at 1.844.405.3676 or via e-mail at info@hydrophasecements.com.