



FIRESTONE PONDGARD™ 20 YEAR LIMITED WARRANTY

Firestone Specialty Products Company, LLC (“Firestone”), located at 250 West 96th Street, Indianapolis, IN 46260, subject to the terms, conditions, and limitations set forth herein, warrants for a period of Twenty (20) Years to the owner (“Owner”) that the Firestone PondGard membrane (the “PondGard”) is fish friendly and that should any area of the Firestone PondGard experience a leak due to normal weathering or a manufacturing defect, Firestone will, at its sole option, repair the membrane or provide on a pro-rata basis sufficient Firestone PondGard to replace the area that leaks.

TERMS, CONDITIONS, AND LIMITATIONS

- 1. What Products are covered by this Limited Warranty.** This Limited Warranty covers your Firestone PondGard so long as the products are correctly installed in accordance with Firestone’s Technical Specifications for normal use and in approved applications. This Limited Warranty extends only to the Firestone PondGard and does not cover the installation of the PondGard, any third party fabrication of the PondGard, or any non-Firestone brand materials or accessories furnished or installed in connection with the PondGard.
- 2. What products and services are not Covered by this Limited Warranty.** This Limited Warranty does not cover the installer’s workmanship in the installation of the Firestone PondGard, or any materials or accessories not manufactured or supplied by Firestone. This Limited Warranty does not cover any third party adhesives, sealants, or coatings used on the Firestone PondGard.
- 3. Term.** This Twenty (20) year Limited Warranty is pro-rated from the date of initial installation. Within 24 months from the original installation date, PondGard replaced under warranty will be provided free of charge. Thereafter and for the remaining number of months of the warranty period, the Owner may obtain replacement PondGard under warranty upon payment of a pro-rated charge based upon the then current published cost per month using the then published list price of the PondGard multiplied by the number of full months elapsed since the installation date.
- 4. How to Submit a Warranty Claim.** If you believe that you have a warranted claim due to a manufacturing defect in a Firestone PondGard, you must give notice in writing or by telephone to Firestone within thirty (30) days of such occurrence. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Notification Acknowledgement form. The Owner’s notice to Firestone will serve as authorization for Firestone or its agent to investigate the claim. Should the required notice not be given, the alleged defect and all further rights under this Limited Warranty shall be deemed waived by the Owner, and this Limited Warranty shall become null and void.
- 5. Investigation of Warranty Claims.** If upon investigation, Firestone determines that the leak is the result of ordinary exposure to the elements or a manufacturing defect and not otherwise excluded by the terms of this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's liability will be limited to Firestone, at its sole option, repairing the PondGard or offering the Owner replacement PondGard on a pro-rata basis based upon the number of months remaining in the original term of the warranty sufficient to replace the area that leaks. Firestone shall not be obligated to perform repairs or replacements under this Limited Warranty unless and until the area to be repaired or replaced is accessible, clean, dry and free from all water, dirt, sludge, animal wastes, residuals and/or liquids of any kind. Should the investigation reveal that the claim is excluded under the Terms, Conditions, and Limitations set forth below, the Owner is responsible for payment of the investigation costs and for any repairs effected during the investigation. Failure by the Owner to pay for these costs shall render this Limited Warranty null and void. To the extent repairs that are the Owner’s responsibility are not completed during the investigation, Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void.
- 6. What Claims are Excluded by this Warranty.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or defect in the Firestone PondGard is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Firestone PondGard or which impairs the product’s ability to perform or resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Firestone PondGard, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty; (d) Acid, oil, harmful chemicals, or the reactions between them; (e) any atypical atmospheric conditions or weather, which damages the PondGard, or which impairs the PondGard’s ability to resist leaks; (f) any penetrations, alterations or repairs to the PondGard not approved in writing by Firestone; (g) improper site preparation or covering materials, or improper application or installation; (h) excessive pressures or stresses from any source; or (i) any product not furnished by Firestone.
- 7. Exclusive Remedy and Non Assignability.** The Limited Warranty on the PondGard herein is given in lieu of all other warranties, either expressed or implied, and by accepting delivery of the PondGard, Owner waives all other warranties and/or remedies, except those specifically granted hereunder. This Limited Warranty is extended to the Owner and is non-transferable and non-assignable and there are no third-party beneficiaries to this Limited Warranty. This Limited Warranty becomes an

obligation of Firestone only upon receipt of full and final payment for the PondGard and execution by a duly authorized representative of Firestone.

8. **No Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
9. **Choice of Law.** This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to the conflicts of laws thereof.
10. **Handling of Disputes.** In the event of a dispute, controversy, or claim between the Owner and Firestone concerning this Limited Warranty, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the State of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above identified courts and waives any rights to challenge or otherwise raise questions of personal jurisdiction or venue in any action commenced or maintained in such courts.

THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE TO OWNER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, DAMAGE TO THE SUBSTRATE, OR DAMAGE TO THE CONTENTS OF THE PONDGARD. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL. FIRESTONE SPECIFICALLY DISCLAIMS ALL LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, MATERIALS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN, ORAL, OR EXPRESS. FIRESTONE SPECIFICALLY LIMITS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE TO THE TERM OF THE LIMITED WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW OR UNLESS A FULL DISCLAIMER IS OTHERWISE PERMITTED BY LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.