

## Limited Warranty

### TimberGuard®

What is Covered By This Limited Warranty. Manufacturer warrants to the original consumer purchaser that TimberGuard™ piling and wales are free from defects as a result of manufacturing that could allow the polymer encasement to be consumed by marine borers.

What Manufacturer Will Do To Remedy Defects. If such a defect appears within twenty (20) years from the date of purchase, Manufacturer will, at its option, supply replacement product (but not the labor cost, freight, taxes or other expenses associated with de-installation and re-installation), or repair the product, or adjust the product, or refund the original purchase price, prorated twenty years from the date of purchase; provided, Buyer must notify Manufacturer in writing within thirty (30) days after the appearance of the defect.

How To File A Warranty Claim. Send a brief written explanation of the defect, along with dated proof of purchase to Crane Materials International, 4501 Circle 75 Parkway, Suite E-5370, Atlanta, GA 30339. Manufacturer reserves the right to request additional information, including, but not limited to, photos and field inspections.

What Is Not Covered By This Limited Warranty. Manufacturer does not warrant the design or the engineering of specific structures. Each purchaser is solely responsible for determining the effectiveness, suitability, compliance with applicable codes and standards, and safety for the use of TimberGuard™. This Limited Warranty does not cover product failure, product malfunction or any damages resulting from: (i) abnormal use; (ii) abuse; (iii) accidents; (iv) acts of God; (v) fire; (vi) flood; (vii) hurricane; (viii) intentional acts; (ix) lightning; (x) normal wear and tear; (xi) tornado; (xii) unreasonable use; (xiii) violent storms; (xiv) wind; (xv) acid rain; (xvi) acts causing surface abrasions, scratches or holes; (xvii) airborne stains; (xviii) alteration or modification of the product; (xix) damage resulting from settlement or shifting of or defects in adjoining surfaces or structural members to which the product is installed or attached; (xx) design or engineering services utilized in the selection, installation and use of the product in specific applications; (xxi) excessive loads; (xxii) exposure to harmful chemicals; (xxiii) exposure to de-icing material; (xxiv) harmful vapors; (xxv) impact of foreign objects; (xxvi) incompatible chemicals; (xxvii) pollutants; (xxviii) incompatible soils; (xxix) corrosion; (xxx) improper installation; (xxxi) improper or insufficient maintenance.

LIMITATION OF REMEDIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY **INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER** (INCLUDING, BUT NOT LIMITED TO; LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PREEEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER'S COST FOR SUCH PRODUCTS. Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

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Physical properties are defined by ASTM testing standards, The Aluminum Association Design Manual, and/or standard engineering practice. The values shown are nominal and may vary. The information found in this document is believed to be true and accurate. No warranties of any kind are made as to the suitability of any CMI product for particular applications or the results obtained there from. ShoreGuard, C-Loc, TimberGuard, GeoGuard, Dura Dock, Shore-All, and Gator Gates are registered trademarks of Crane Materials International. ArmorWare, Ultra Composite, GatorDocks, GatorBridge, and CMI Waterfront Solutions are trademarks of Crane Materials International. United States and International Patent numbers 5,145,287; 5,881,508; 6,000,883; 6,033,155; 6,053,666; D420,154; 4,674,921; 4,690,588; 5,292,208; 6,575,667; 7,059,807; 7,056,066; 7,025,539; 1,245,061; Other patents pending. © 2008 Crane Materials International. All Rights Reserved.