

#### **Manufacturer of Crack and Joint Sealants**

# Manufacturer's Limited Warranty

The statements made on product labels and literatures are believed to be true and accurate and are intended to provide as a guide for application practices. P&T Products, Inc. warrants its products with the following conditions:

#### What is Covered

P&T Products, Inc. warrants that at the time of shipment, this product meets applicable product specifications as described in the applicable product data sheets according to internal laboratory testing. P&T Products, Inc. does not warrant that internal tests results can be duplicated by other laboratories. The warranty period is for one year commencing the date of original shipment or from 3 months from the first date of use of the product, whichever occurs first.

THIS IS THE ONLY WARRANTY MADE AS TO THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any implied warranty required by applicable law shall be limited in duration to the express warranty term.

## What is NOT Covered

P&T Products, Inc. assumes no liability for product failure due to improper installation or application, misuse, equipment failure, operator error, or use of product with incompatible materials or equipment. Due to the unpredictable nature of site and substrate conditions, it is the buyer's / user's responsibility to determine and confirm the fitness or compatibility for use as well as the suitability of performance and safety.

P&T PRODUCTS AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE TO THE CUSTOMER OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER INCIDENTAL, PUNITIVE OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER, UNDERCALCULATED OR UNDER-ACCRUED TAXES OR GOVERNMENT LEVIES), WHETHER ARISING FROM THE CUSTOMER'S USE OF THE PRODUCTS (OR INABILITY THEREOF), SERVICES PROVIDED IN CONNECTION HEREWITH, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### Remedies

The sole remedy for any failure of the product to meet specifications and / or breach of any applicable warranty is limited to, at P&T Products, Inc.'s option, full or partial refund of the original purchase price of the product or replacement of the product if determined by P&T Products, Inc. to be other than warranted.

## Governing Law

This warranty shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the state of Ohio. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.