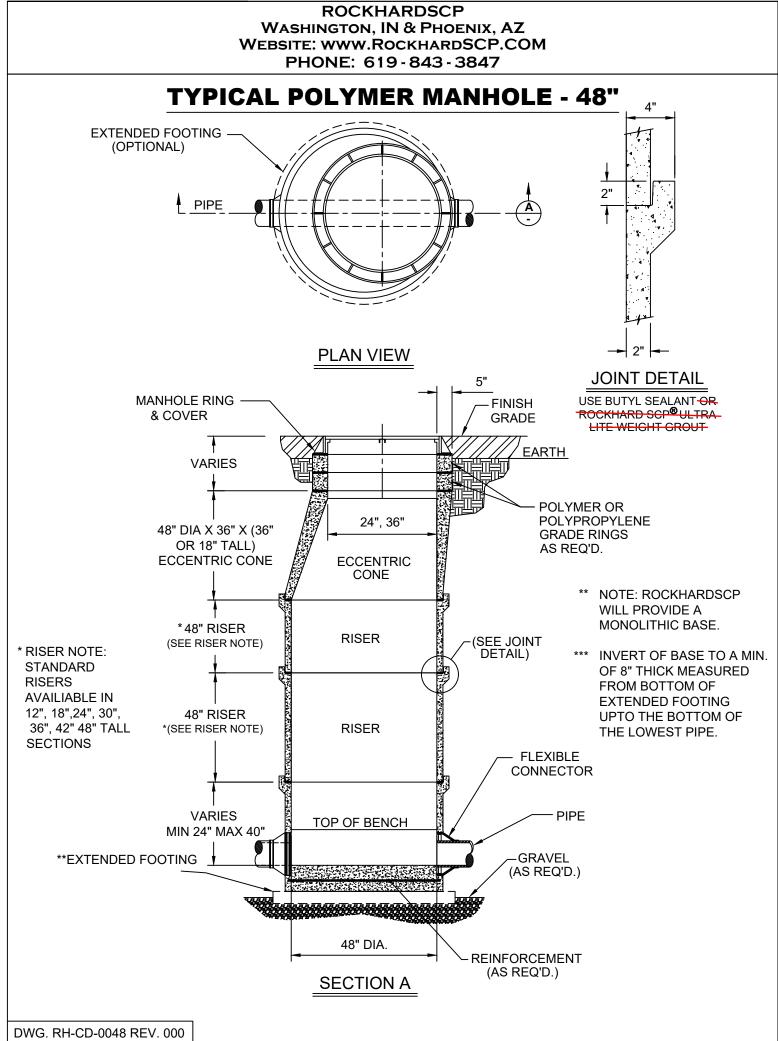
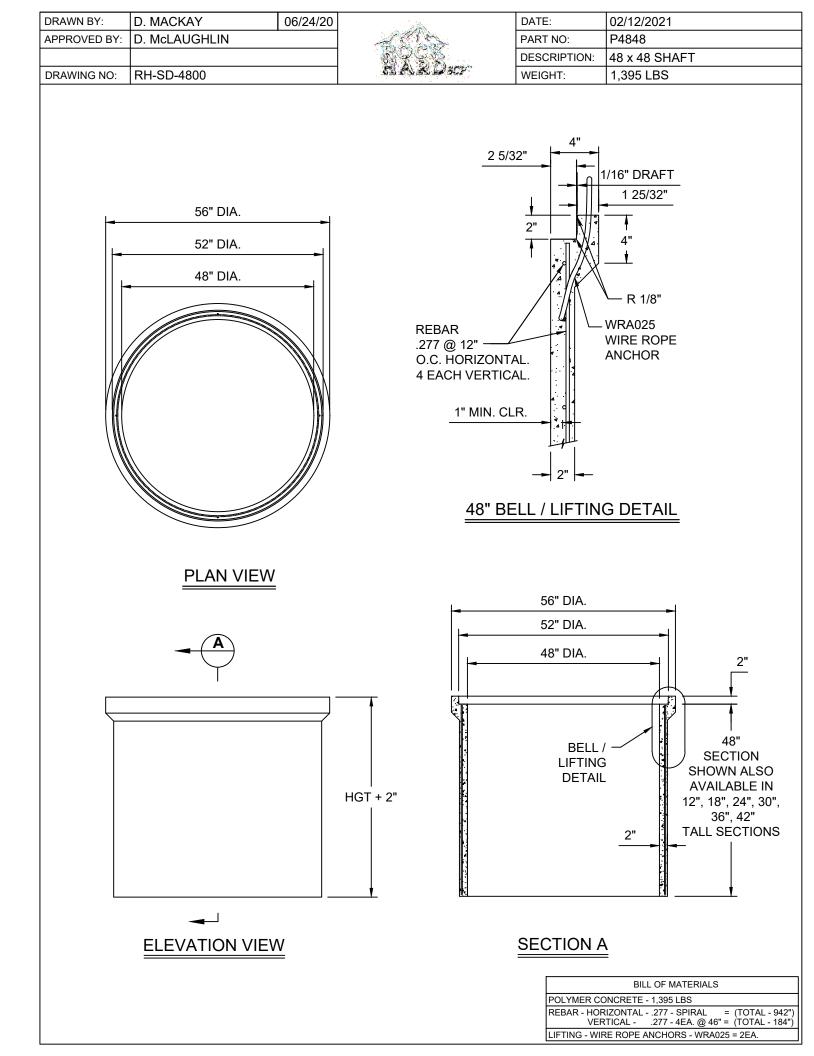
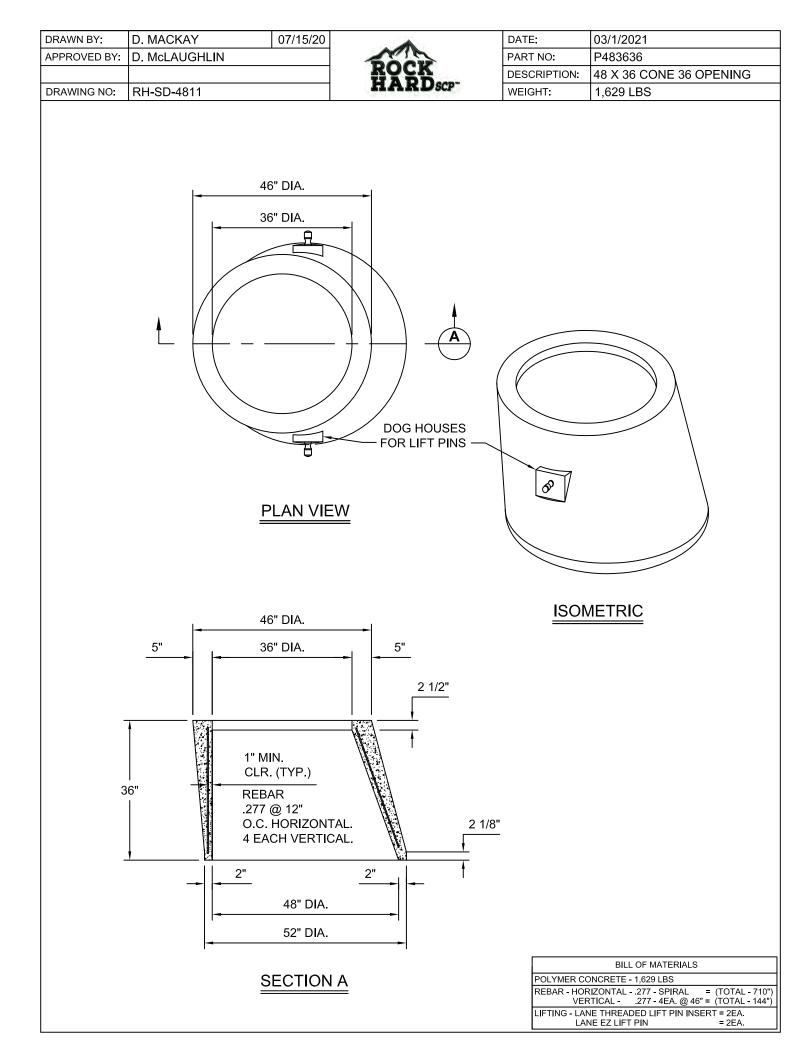
ROCKHARD POLYMER MANHOLES

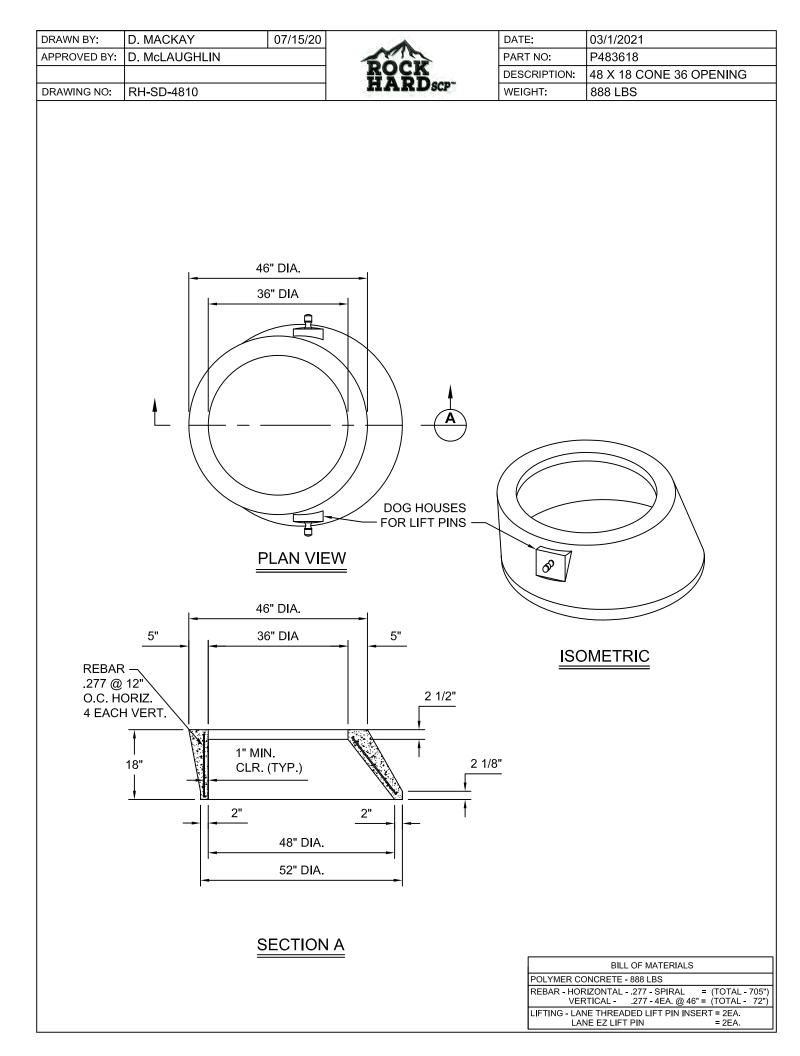


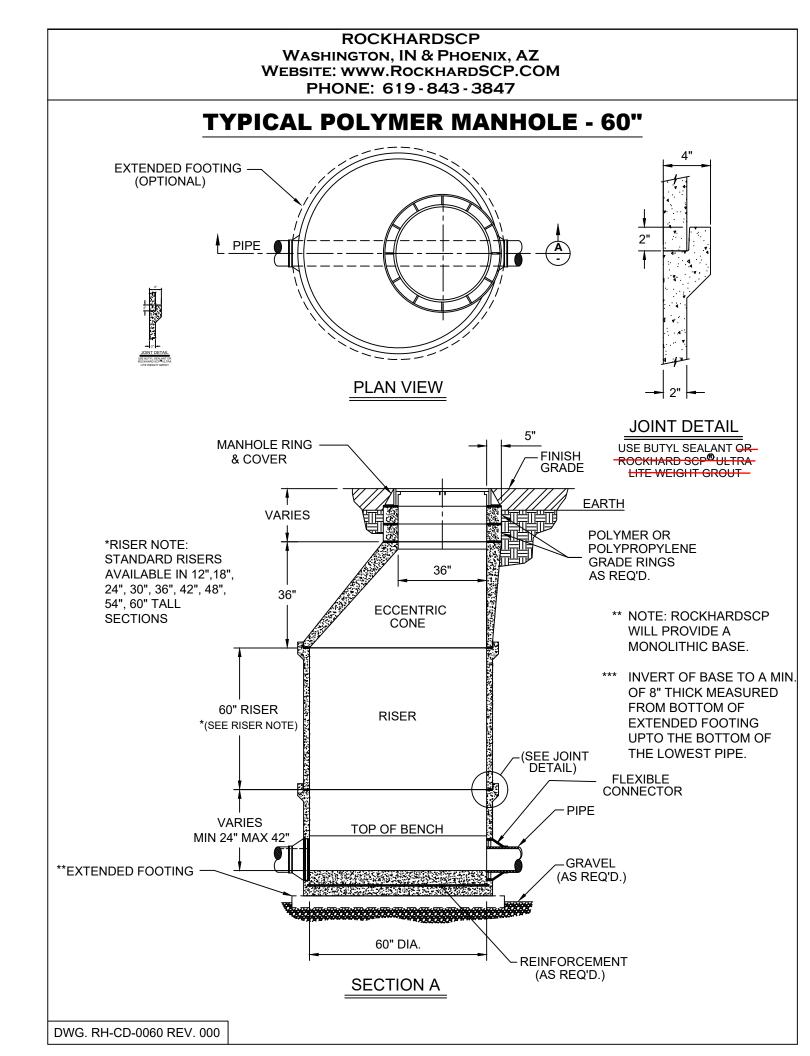
ROCKHARD POLYMER MANHOLE SHOP DRAWINGS

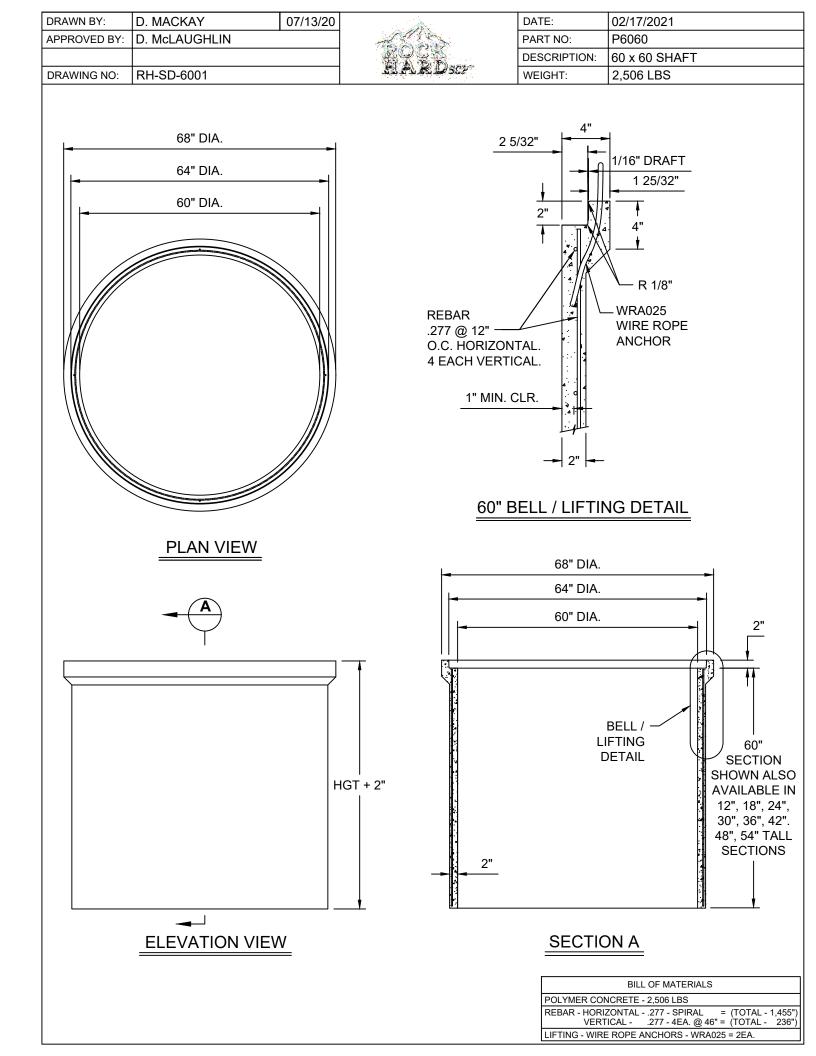


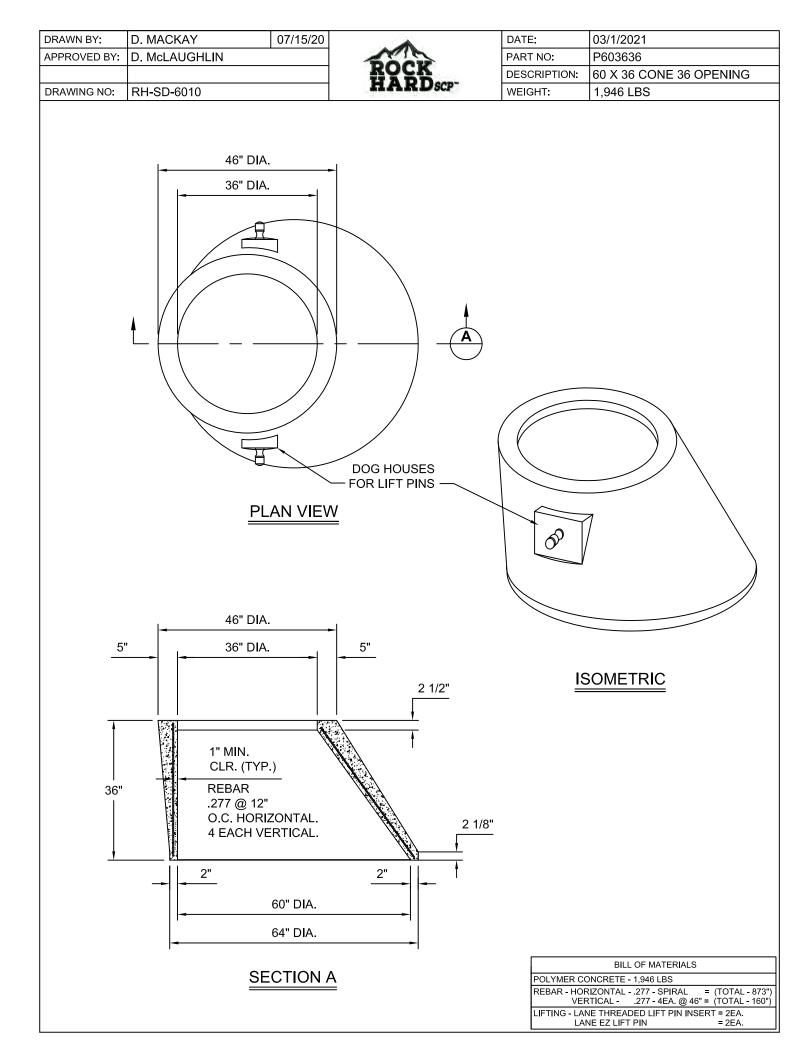


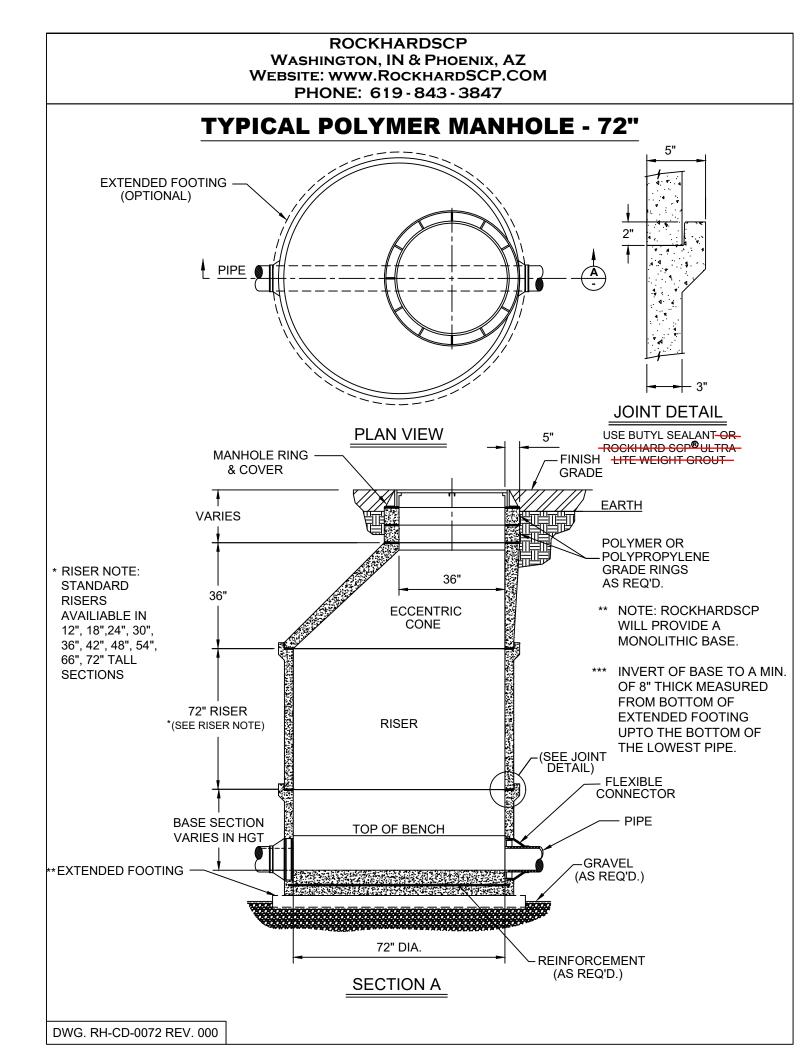


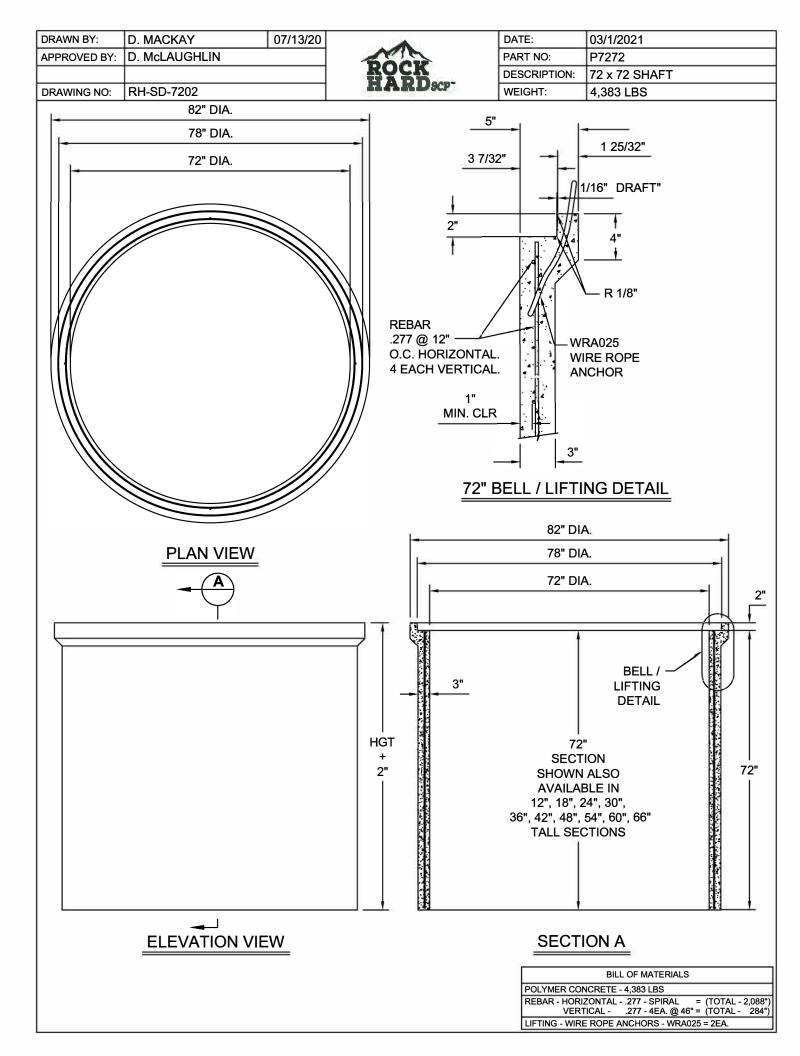


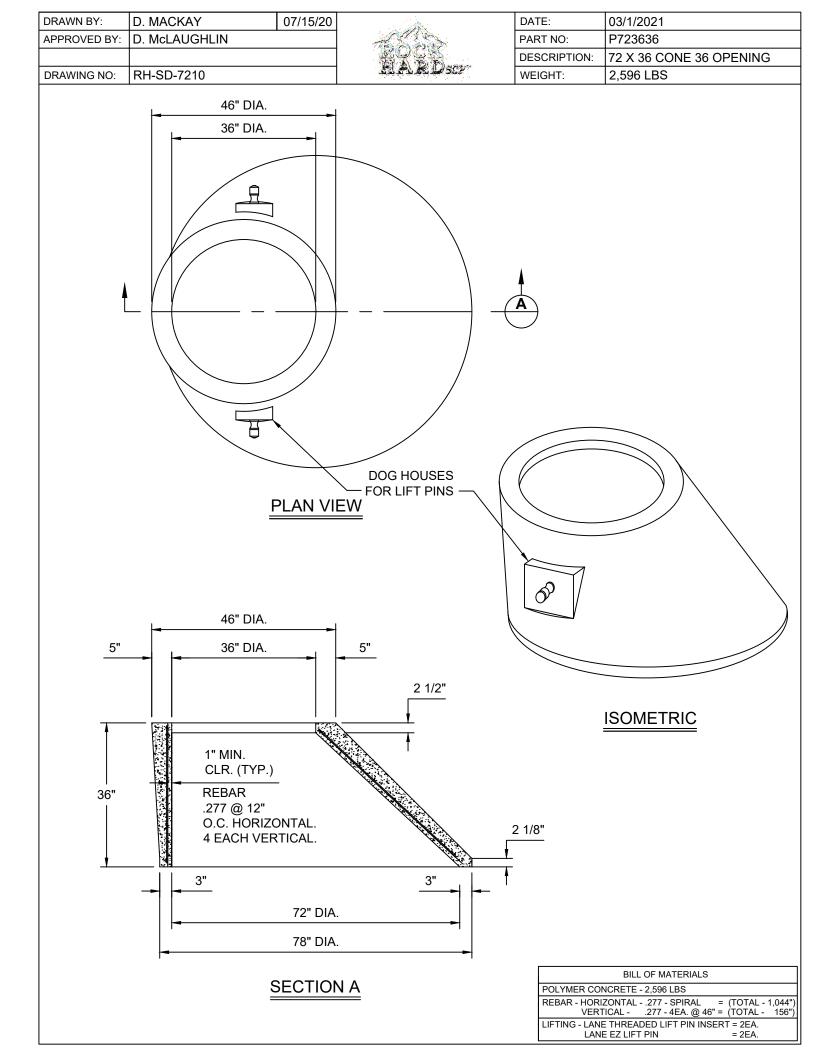












ROCKHARD POLYMER MANHOLE 50 YEAR CORROSION RESISTANT WARRANTY

FOCK HARDSCP 50 YEAR CORROSION RESISTANT WARRANTY

1. <u>Warranty</u>: RockHardscp International, LLC ("RockHardscp") and its licensees warrant that if any RockHardscp_® Polymer concrete or Polymer composite product corrodes due to H_2S exposure within a fifty (50) year period, it is subject to warranty review. For purposes of the Warranty, "RockHardscp Polymer Product" shall mean any product provided by RockHardscp containing polymer, having a resin aggregate matrix and installed under normal operating conditions found in residential and commercial sanitary sewers.

RockHardscp or its licensees further warrants that its RockHardscp Polymer Products will be free from defects in material or workmanship. This warranty is limited to twelve (12) months from the date of original installation, whether or not actual use begins on that date, or twelve (12) months from the date of shipment by SCP or its licensees, whichever occurs first.

"RockHardscp Product" shall mean any precast polymer composite or polymer concrete product, or any New Structure.

2. <u>Claim Notice</u>: All claims under the warranty provided herein shall be made in writing to RockHardscp or its licensees within sixty (60) days from the date of discovery of the defect or condition. With its written claim, Customer shall include, if possible, photos of the RockHardscp Product, showing in as much detail as possible, any product failure or covered condition, as well as a copy of this Warranty. Failure to notify RockHardscp or its licensees in writing within sixty (60) days from the date of discovery of the failure or covered condition voids RockHardscp's or licensee's obligations hereunder.

3. **Inspection:** RockHardscp or its licensees shall have the right to inspect, at its own expense, any RockHardscp Product upon which a written claim against this warranty is made on site within sixty (60) days of receiving the written claim. RockHardscp or its licensees shall have the right to verify, at its own expense, the failure or covered condition identified in the written notification. This warranty shall be void if RockHardscp or its licensees is not provided with the opportunity to inspect and verify the RockHardscp Product within the time frame established herein. Owner shall answer, in full, any questions asked by RockHardscp or its licensees, and shall reveal without prompting whether any use of the RockHardscp Product beyond Normal Operating Conditionshas occurred.

4. <u>Remedies</u>: At its sole discretion, RockHardscp or its licensees will repair or replace any RockHardscp Product covered under this warranty at no cost to customer. At its sole discretion, RockHardscp or its licensees will also (a) pay up to \$2,500 towards labor and materials for re-installing a repaired or replacement RockHardscp Product; or (b) re-install a repaired or replacement RockHardscp Product at its own expense.

5. **Exclusions:** RockHardscp or its licensees' obligations under this warranty and the sole remedy for its breach are limited to the remedies set forth above. This warranty does not apply to failures or covered conditions caused by anything other than what is explicitly set forth above, and any basis for any claim under this warranty is hereby excluded from coverage except as provided above, and the following specific

exclusions set forth below are included by way of example and not by way of limitation.

This warranty does not cover damage to any RockHardsep Product caused by leaks, infiltration, or exfiltration.

This warranty does not cover product failure of any RockHardsep Product for any wrongly installed, or failed, joint attachments (or joint wrap), or backfill.

This warranty does not cover damage to any RockHardscp Product that occurs during installation, improper installation, handling, transportation, backfilling, mishandling, misuse, accident, neglect, improper care, intentional acts, etc. For example, and not by way of limitation, any lifting or handling of the RockHardscp Product that is not performed in accordance with RockHardscp lifting and handling procedures, is not covered under this warranty. Improper lifting or handling can cause injury or death.

This warranty does not cover any RockHardscp Product subject to unauthorized modifications. This warranty does not cover any RockHardscp Product installed or used outside of the product specifications as established by RockHardscp or its licensees.

This warranty does not cover any RockHardscp Product that is not installed. Customer shall include, if possible, photos of the RockHardscp Product.

This warranty does not cover damage to RockHardscp Product caused by fire, flood, earthquake, natural disasters, or other acts of God, defective subsurface (ground shifting or collapse) or engineering.

RockHardscp or its licensees shall not be liable for any loss, cost, damage, or expense of any kind arising out of a breach of the warranty.

This warranty does not cover any RockHardscp Product subject to any loading applied to the product beyond Normal Operating Conditions, nor shall this warranty cover any RockHardscp Product subject to any treatment in excess of Initial Engineering Parameters.

RockHardscp or its licensees shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, nor for any loss of revenue, profit or use, arising out of a breach of this warranty or in connection with the sale, maintenance, use, installation, operation or repair of any RockHardscp Product. RockHardscp or its licensees shall not be liable for any incidental, consequential, exemplary, special, or punitive damages that are allegedly caused, or caused in fact, by any failure of any RockHardscp Product.

In no event will RockHardscp or its licensees be liable for any amount greater than the purchase price of a RockHardscp Product.

Exclusive Warranty: THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR ANY ROCKHARDSCP PRODUCT, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. SCP SPECIFICALLY DISCLAMIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No person of entity is authorized to bind RockHardscp to any other warranty, obligations, or liability for any RockHardscp Product. Installation, operation, or use of the RockHardscp Product for which this warranty is issued shall constitute acceptance of the terms hereof.

> RockHardscp International, LLC 5422 Chapel Brook Drive, Houston, TX 77069