

## Limited Workmanship Warranty for Installation of Geosynthetics

Subject to the terms and conditions included here, Industrial & Environmental Concepts, Inc. ("IEC") warrants, for one(1) year from the date of substantial completion of the specific phase of geosynthetics installation (the Liner warranty begins at substantial completion of the Liner, the Cover warranty begins at substantial completion of the Cover), to the primary party responsible for the project (most often the owner, the "Beneficiary"), that the geosynthetics installed at the project location was fabricated and completed in a professional and workmanlike manner.

This Limited Workmanship Warranty does not cover the geosynthetics material(s) that was used to fabricate the project. The geosynthetics manufacture(s) are responsible for providing a material warranty for the geosynthetics material.

This Limited Warranty is limited to and addresses the fabrication and seaming of the geosynthetics. IEC uses two types of welds, Wedge Welds and Extrusion Welds. The Wedge Weld is the primary weld used to seal most seams 18" or longer. The Extrusion Weld is used to seal all "detail" work. Trial Welds, Pressurized Air Channel testing and Vacuum Box testing per Geosynthetic Research Institute ("GRI") GM6 "Practice for Pressurized Air Channel Test for Dual Seamed Geomembranes" during the geosynthetics installation shall be the reference for requirements for repair of any warranty claims.

This Limited Warranty does not cover any damage or defects to the geosynthetics and seaming resulting from or in any way attributable to: (a) neglect or lack of proper maintenance; (b) misuse; (c) abuse; (d) repair or alteration made by anyone other than IEC; (e) conditions existing after installation, including, but not limited to, solids or sludge movement under geosynthetic, malicious mischief, vandalism, sabotage, fire, ground water, vapor/gas under geosynthetics, directly or indirectly, by falling objects, or subgrade settlement; (f) acts of God, including, but not limited to, hurricanes, tornados, winds, floods, earthquakes, severe weather or natural phenomena, (including but not limited to, unusual climate conditions); (g) acts of the public enemy; (h) acts of war or public rebellion; or (i) any cause other than workmanship defects attributable to IEC.

This Limited Warranty does not cover damage to a Cover (if Cover is part of supply) including, but not limited to, punctures and/or insulation breakage caused by compression and/or foot traffic to all areas not designated as walkway casings. Cover exposure to wind: Subject to the terms and conditions set forth below, IEC warrants an uninflated cover shall remain undamaged when subjected to 2-3 second peak (max) wind gusts of up to 60 miles per hour as measured 10 meters above ground elevation at the airport located nearest to the facility.

A Modular Cover (if a Modular Cover is part of supply) can fluctuate 6-inches up or 6-inches down from the design water elevation/contour line; for a total of 12 inches of water level change. Damage or other effects to the Cover are not covered by this Limited Warranty if water level fluctuation is greater than above values.

This Limited Warranty does not cover any health-related problems, injury, or drowning associated with being on or near a cover. Owner assumes all responsibility for any and all loss, damage, injury, drowning, or death rising in connection with supplier's equipment. Owner hereby indemnifies supplier from and against all losses, costs, or expenses (direct, indirect, special or consequential) that may arise in connection with the operation of supplier's equipment. IEC is not responsible for process performance or process by-products including, but not limited to, foam, odors, or sludge unless otherwise specified and provided by an additional warranty.

In the event that conditions arise such that a claim by Beneficiary is made, the following steps are required of Beneficiary.

1. Beneficiary shall notify IEC by both email at [morgan@ieccovers.com](mailto:morgan@ieccovers.com) and phone (952) 829-0731 within 24 hours of detection of a defect in geosynthetics. Notice shall describe specific location, description of sited defect, and several photos of sited defect. Failure to notify IEC at first sign of defect will void this warranty.
2. Within twenty (20) working days of notice, IEC will inspect the alleged defect. The Beneficiary shall be responsible for all travel costs in the event that sited defect is found not to be a workmanship defect.

# PROPOSAL

3. IEC shall not be obligated to perform repairs or replacements under this warranty unless and until the area(s) to be repaired or replaced are located, marked, clean, dry, and unencumbered. At its sole expense, Beneficiary shall expose, clean and mark all geosynthetics requiring repair. This includes, but is not limited to, the area made available for repair and/or replacement, to be free from all water, dirt, sludge, residuals and liquids of any kind. If after inspection it is determined that there is no claim under this warranty, the Beneficiary shall reimburse IEC for its costs associated with the site inspection.
4. In the case it is found that the alleged defect is covered by this IEC Limited Warranty, IEC shall either replace or repair sited defect at IEC's expense. IEC's repair of the defect SHALL BE THE SOLE EXCLUSIVE REMEDY available to the Beneficiary or any other party with respect to any defect.
5. IEC will not be held responsible for any work or costs involved in the repair of the geosynthetics by the Beneficiary or any third party without prior written approval from IEC. IEC will not refund or pay any costs in connection with repairs made by anyone other than IEC.
6. IEC shall not be liable for any incidental or consequential damages, including, but not limited to, damages incurred by the Beneficiary for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, arising from any defect in: workmanship; any condition of the products IEC installs; or from any work in conjunction with the installation or repair of said products directly or indirectly to Beneficiary or any third party.

The remedies contained in this Limited Workmanship Warranty are exclusive of all other remedies, except to the extent that the law of the state of Minnesota may require additional warrantees or remittees. If any provision of this Limited Workmanship Warranty shall be found unenforceable, all other provisions shall remain in force.

Except for the Limited Workmanship Warranty set forth above, no representation or warranty made by any sales or other representative of IEC or any other person or firm concerning the geosynthetics shall be binding upon IEC.

The statements in this Limited Workmanship Warranty constitute the only warranty extended by IEC for its workmanship. NO OTHER WARRANTY SHALL BE MADE BY OR ON BEHALF OF IEC.

Note, the Beneficiary or its representatives may be required to periodically tighten hardware (nuts, bolts, clamps, etc.) as these items may loosen over time causing sealing issues. This retightening work is outside the scope of IEC's responsibilities, and therefore is not a warranty item.

IEC is not required to provide any repairs or warranty work if any invoices are unpaid at the time of identification of said defect. This Limited Workmanship Warranty coverage is not in effect for floating covers if the gas draw off system is not functioning properly.

Any repairs made by IEC pursuant to this Limited Workmanship Warranty shall constitute a full settlement and release of all claims of the Beneficiary hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the Beneficiary's acceptance of such an agreement.

Any amendments or additions to the Limited Workmanship Warranty must be in writing and signed by Industrial & Environmental Concepts, Inc.

THE FOREGOING LIMITED WORKMANSHIP WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE INDUSTRIAL AND ENVIRONMENTAL CONCEPTS, INC'S ENTIRE AND EXCLUSIVE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE OR FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

Rev: 3/1/2020