

## SEAPILE® & SEATIMBER® Limited Warranty

SEAPILE® Composite Marine Pilings and SEATIMBER® Composite Marine Timber are warranted by the Manufacturer, Bedford Technology, LLC to be free from defects in materials and workmanship under normal conditions when used in accordance with Manufacturer's specifications contained in Manufacturer's Circular SPFG for a period of one year after the date of purchase.

No representations made regarding the characteristics, uses or quality of the pilings are binding on the Manufacturer unless made expressly by the Manufacturer in writing.

This warranty does not cover repairs required as a result of normal wear and tear, misuse, mishandling, extreme weather or other acts of God, failure to perform routine maintenance, non-recommended or improperly executed alterations by anyone other than the Manufacturer, tampering, loading of the piling beyond its rated capacity, improper installation, or other use inconsistent with Manufacturer's specifications. Regular routine maintenance of the piling consistent with Manufacturer's specifications to keep it in proper operating condition is the sole responsibility of the Purchaser.

**EXCLUSIONS FROM WARRANTY.** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY. THE MANUFACTURER EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER IN CONNECTION WITH ITS PRODUCTS.

**REMEDY.** Manufacturer will, at its option, repair or replace a piling determined to be defective or refund the purchase price of such piling if notice of the claim is provided in the manner and within the time period specified below. This remedy shall be Purchaser's exclusive remedy for any breach of warranty or other related to any piling, unless any other remedy is required by applicable law. Manufacturer's liability under the remedy provided shall not include any cost of installation, removal or transportation of any piling or any applicable sales or use tax.

**LIMITATION OF LIABILITY.** Except for the remedy provided above, Manufacturer shall have no liability with respect to any defective piling or any loss of or damage to Purchaser or any third party or any property of any of them as a result of the installation or use of any piling. Except for the remedy described above, Manufacturer will not be liable for any direct, indirect, consequential or incidental damage or loss in connection with any piling.

**WHEN MANUFACTURER MUST BE NOTIFIED OF ANY CLAIM.** Immediately upon receipt of the piling, the Purchaser shall inspect the same. Any claim for any alleged defective piling must be made in writing to the Manufacturer:

- (a) within thirty (30) days after the Purchaser receives the piling, if the defect is apparent upon visual inspection; or
- (b) within thirty (30) days after installation or commencement of use of the piling if the defect is not discoverable until installation or commencement of use.

In no event may any claim be made more than one (1) year after the date of purchase of the piling. Any claim not made in writing or not delivered to the Manufacturer within the periods above prescribed shall be deemed waived and the Manufacturer shall have no liability with respect thereto.

Any claim made against the Manufacturer under the terms of the Warranty should be presented in writing to:

**Bedford Technology, LLC**  
2424 Armour Road  
PO Box 609  
Worthington, MN 56187

Such notification must be accompanied by a copy of the purchase order, serial number of the defective pile, and written and photographic evidence of the defect.