

SAFESPILL

LIMITED WARRANTY

PROJECT NAME / NUMBER	TBD
OWNER	TBD
PROJECT LOCATION	TBD
CONTRACT NO.	TBD
WARRANTY PERIOD	10 YEARS
SUBSTANTIAL COMPLETION DATE	TBD

Our Promise – Safespill Systems, LLC (“Safespill”) warrants to Owner that the Ignitable Liquid Drainage Floor Assembly provided by Safespill under the Contract referenced above (the “System”) will be free from defects in material and workmanship for the duration of the Warranty Period, commencing on the Substantial Completion Date (the “Limited Warranty”).

Our Obligations – If, subject to the terms, conditions, exclusions and limitations hereof, Safespill determines that the System does not conform to the Limited Warranty, Safespill, at its option, will repair or replace the System at the premises of the Owner; provided, however, that if Safespill determines that the System cannot be repaired or replaced in a commercially reasonable manner, Safespill may (in lieu of repairing or replacing the System) pay to Owner an amount equal to the purchase price received by Safespill for the System. THE OBLIGATIONS OF SAFESPILL SET FORTH IN THE PREVIOUS SENTENCE ARE THE SOLE AND EXCLUSIVE REMEDIES OF OWNER FOR BREACH OF THE LIMITED WARRANTY.

Exclusions & Limitations – This Warranty does not cover:

1. The removal or reinstallation of any equipment, materials, structures, or other items that interfere with the repair or replacement of the System.
2. The provision of any equipment necessary to gain access to the System.
3. Normal wear and tear.
4. Damage caused by:
 - a. operation or maintenance of the System contrary to Safespill’s operating and maintenance instructions;
 - b. installation of the System contrary to Safespill’s installation instructions (if installation is not provided by Safespill);
 - c. repairs or alterations to the System by parties not authorized by Safespill; and
 - d. abuse, tampering, sabotage, exposure to the elements and force majeure.

Owner’s Obligations – This Warranty is void unless:

1. Safespill is paid in full for the System.
2. Owner gives written notice of any purported breach of the Limited Warranty to Safespill within 10 days of the time Owner discovers or ought to have discovered such breach (but in any event within the Warranty Period).
3. Safespill is given a reasonable opportunity after receiving Owner’s written notice of any purported breach of the Limited Warranty to inspect the System.

Required Inspections – Safespill, at its sole cost and expense, shall perform (either directly or through a third-party service provider) quarterly inspections of the System during the first year of the Warranty Period and, after the first year of the Warranty Period, Safespill shall perform semi-annual inspections of the System (the “Required Inspections”). Safespill and Owner shall cooperate in good faith to schedule the Required Inspections. In the event that Owner unreasonably prevents Safespill from performing any Required Inspection, the Warranty Period shall be automatically adjusted such that the Warranty Period shall end on (and Safespill shall have no further obligations hereunder as of) the date of the most recently completed Required Inspection.

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Third-Party Accessories – Owner acknowledges that Safespill may provide certain accessories and ancillary equipment manufactured by third parties in connection with, but not as an integral part of, the System (collectively, “Third-Party Accessories”). AS BETWEEN SAFESPILL AND OWNER, ALL THIRD-PARTY ACCESSORIES ARE PROVIDED “AS IS”, “WHERE IS” AND WITHOUT WARRANTY OF ANY KIND. Without limitation of the foregoing, Safespill hereby assigns to Owner, to the extent assignable, all warranties provided to Safespill in connection with the Third-Party Accessories.

Good Faith – Safespill and Owner acknowledge and agree that all aspects of the relationship among them in respect of this Warranty, including the performance of their respective obligations hereunder (such as arranging for the timely performance of the Required Inspections), will be governed by the principles of good faith and fair dealing. In the event Safespill determines in its reasonable discretion that the Owner has not acted in accordance with the principles of good faith and fair dealing, the Warranty Period shall be reduced to 12 months from the Substantial Completion Date, effective upon written notice thereof from Safespill.

EXCEPT FOR THE LIMITED WARRANTY, SAFESPILL MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SYSTEM INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SAFESPILL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE IN CONNECTION WITH THE SYSTEM. SAFESPILL’S MAXIMUM LIABILITY TO OWNER SHALL BE LIMITED TO THE AMOUNT PAID BY OWNER FOR THE SYSTEM. SAFESPILL SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING FIRE PREVENTION, SUPPRESSION OR CONTAINMENT CAPABILITIES OF THE SYSTEM.

THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT OF SAFESPILL AND OWNER WITH RESPECT TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS, OR AGREEMENTS RELATING TO THE SUBJECT MATTER HEREOF. No representative, salesperson, agent, distributor, or employee of Safespill is authorized to modify any of the terms of this Warranty unless such modifications are in writing and signed by an authorized officer of Safespill.

By signing below, Owner accepts all of the terms and conditions of this Warranty. This Warranty is effective upon the last to occur of the following (1) it is signed by an authorized officer of Safespill and Owner within 120 days of the Substantial Completion Date, and (2) Safespill has been paid in full for the System.

OWNER:

SAFESPILL:

By: _____

Tristan Mackintosh, CEO

Name: _____

Title: _____