



INSURED FINANCIAL GUARANTEE

Capillary Concrete Guarantees its Capillary Concrete branded products to our Customer, the end user, for Products purchased globally, in the manner we prescribe and subject to the limitations hereafter set forth.

The term of this INSURED FINANCIAL GUARANTEE (IFG) is for ten (10) years ("IFG Period") as indicated and hereafter set forth. The IFG Period begins on the date of installation.

The IFG is limited as follows:

1. Capillary Concrete shall only be held liable if the Customer fully completes and signs the **Capillary Concrete Insured Financial Guarantee Instructions** after performing all tasks described in said document.
2. Capillary Concrete LLC will provide the Customer with **The Capillary Concrete Bunker Specification and installation guidelines** for installation instructions. Capillary Concrete is not responsible for the installation of their products but will allow and train any crew to install the product and guarantee the product upon confirmation of proper testing performed after the installation as stated in the **Capillary Concrete Insured Financial Guarantee Instructions** document. Any failure to comply with the installation guidelines will void this IFG Guarantee.
3. Capillary Concrete shall not be held liable for faults, damages or deficiencies caused by:
 - 3.1 damages caused by misuse, abuse, accidents, fire, thefts, disappearance, misplacement, earthquakes, floods, tornadoes, reckless, willful, intentional conduct and every other act that are out of the control of Capillary Concrete
 - 3.2 deficiencies in the storage or handling of the products on the Customer's premises
 - 3.3 improper maintenance methods
 - 3.4 wear that is not in accordance with the product under normal use
 - 3.5 changes to the products made by the Customer
 - 3.6 normal deterioration of the products after the Insured Financial Guarantee Period
 - 3.7 seams in the form of hairline cracks that will often develop in most all situations that relieve pressure from ground and sand, but without having any effect on product performance in bunkers
 - 3.8 any kind of infiltration or drainage problem caused by fine particles in the sand that can be rectified by removal of sand and washing the Capillary Concrete with high pressure water
4. If Capillary Concrete is obliged to pay damages to the Customer, damages shall only relate to such loss that Capillary Concrete could reasonably have foreseen at the time of delivery. Under no circumstances shall Capillary Concrete be liable for cosmetic damages that does not affect functionality, a drop in sales or production, loss or earnings or any other indirect loss, irrespective of whether the indirect loss arose in order to limit a direct loss.
5. Capillary Concrete's maximum liability is limited to the Replacement Schedule.

Replacement Schedule

The Customers right of compensation includes the Capillary Concrete material and 25 cents per square foot for the cost of installation if not performed by Capillary Concrete. If the bunker sand has become contaminated with loose particles from the Capillary Concrete material and these cannot be cleaned from the sand, Capillary Concrete will replace the bunker sand with the same or similar bunker sand without contamination.

Capillary Concrete makes no guarantee of any kind other than those contained herein and hereby disclaims all other guarantees, warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular purpose. This Insured Financial Guarantee (IFG) is in lieu of all other warranties. This IFG Guarantee becomes an obligation of Capillary Concrete upon receipt of final payment.

This agreement shall be construed in accordance with and be governed by the laws of Sweden. Disputes regarding the interpretation or application of these general terms of delivery and the associated legal position shall be finally settled by arbitration in accordance with the Gothenburg clauses of Västsvenska Industri- och Handelskammarens Förtroenderåd.

Askim, Sweden, 2018-03-11

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