



LIMITED PRODUCT WARRANTY
(Effective as of April 14, 2016)

Limited Product Warranty:

EonCoat, LLC (“EonCoat”) provides the limited product warranty to the original purchaser (“Purchaser”) of the EONCOAT® coating product (“Product”), subject to the limitations, exclusions, disclaimers, and other terms and conditions herein, that the Product will be materially free from defects in material and workmanship for the sole purpose of serving as a corrosion resistant coating under normal use and service with proper maintenance for a period of one (1) year from the date of shipment from EonCoat, or for a period of thirty (30) years from the date of shipment from EonCoat provided that the Product was applied within one (1) year from the date of shipment from EonCoat (“Limited Product Warranty”).

Exceptions to Warranty:

This Limited Product Warranty shall not apply, and shall be null and void:

1. To any Product applied to any product, surface, structure or other material or part of the foregoing which is defective or which is damaged by, or to any defect or damage resulting from: (a) improper surface preparation; (b) structural defects; (c) natural disasters; (d) ordinary wear and tear; (e) misuse, abuse, or actions or omissions by any other person, entity, or object other than EonCoat affecting any product, surface, structure or other material or part of the foregoing to which the Product is applied; (f) a previous or subsequent coating, treatment, or other application; (g) improper shipping, storage, maintenance, handling, or application of the Product; (h) improper use of equipment for application of the Product; (i) use, misuse or neglect of the Product in a manner inconsistent with the Product’s specifications or use or maintenance directions; (j) modification of the Product; or (k) use for a purpose or in a manner for which the Product was not intended.
2. To any Product not manufactured by or on behalf of EonCoat.
3. To any damage to any product, surface, structure or other material or part of the foregoing to which the Product is applied.
4. To any defect or damage not reported in writing to EonCoat within thirty (30) days after discovery of

said defect or damage (notice of claim to an applicator does not constitute notice to EonCoat).

5. To any Product unless EonCoat is able to inspect and test the Product, including as applied, to determine if defective.

Exclusive Remedy:

In the event of a material defect subject to this Limited Product Warranty, the Purchaser’s exclusive remedy will be for EonCoat, in its sole discretion, to replace the materially defective Product or refund the original purchase price within a reasonable period of time. This remedy excludes labor and costs associated with labor for the application or removal of any Product. THE EXCLUSIVE REMEDY UNDER THIS LIMITED PRODUCT WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPLACEMENT OF DEFECTIVE PRODUCTS OR REFUND AS PROVIDED HEREIN. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM EONCOAT, EXCEED THE ORIGINAL PURCHASE PRICE RECEIVED BY EONCOAT FOR THE CORRESPONDING PRODUCTS FROM THE PURCHASER.

Exclusion of Damages/Liability:

THIS LIMITED PRODUCT WARRANTY (AND THE EXCLUSIVE REMEDY PROVIDED HEREIN), ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IS REPLACEMENT OF DEFECTIVE PRODUCTS OR REFUND AS PROVIDED HEREIN, AND DO NOT COVER, AND EONCOAT (ANY PERSON OR ENTITY AFFILIATED WITH EONCOAT) WILL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE PRODUCT OR USE THEREOF, WHETHER FOR BREACH OF THIS LIMITED PRODUCT WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT, OR FOR ANY OTHER CAUSE, REGARDLESS WHETHER ADVISED OF

THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including, but not limited to, removal and shipment (including associated costs) of the defective Product, labor or installation (including associated costs) of any replacement Product, damage or injury to persons or property, or loss of profits, sales, use, or other commercial losses, even if the actions or remedies provided under this Limited Product Warranty do not perform their specified purpose. Where, due to operation of law, consequential and incidental damages under this Limited Product Warranty, under any other express warranty not negated hereby or under any implied warranty not negated hereby (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) cannot be excluded, such damages are expressly limited in amount to the purchase price received by EonCoat for the corresponding Products from the Purchaser. IN NO EVENT WILL EONCOAT'S TOTAL CUMULATIVE LIABILITY EXCEED THE PURCHASE PRICE RECEIVED BY EONCOAT FOR THE CORRESPONDING PRODUCTS FROM THE PURCHASER. PURCHASERS ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THE PROVISION OF THIS LIMITED PRODUCT WARRANTY.

Warranty Disclaimer:

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, WHICH ARE THE EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES, NEITHER EONCOAT NOR ANY PERSON OR ENTITY AFFILIATED WITH EONCOAT OR ON EONCOAT'S BEHALF, NOR ANY OTHER MANUFACTURER, SELLER, DISTRIBUTOR, SHIPPER, OR APPLICATOR OF THE PRODUCT, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY ABOUT THE PRODUCT OR OTHERWISE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF: FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COMPLIANCE WITH LAW, ACCURACY OR QUALITY OF INFORMATIONAL CONTENT, QUIET ENJOYMENT, TITLE, NONINFRINGEMENT, VALIDITY, EXCLUSIVITY, CONDITION, QUALITY, DURABILITY, SUSTAINABILITY, WHETHER ARISING BY LAW, COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW. TO THE EXTENT ANY SUCH WARRANTY MAY NOT BE DISCLAIMED, ANY SUCH WARRANTY IS HEREBY LIMITED TO THE MINIMUM DURATION AND EXTENT ALLOWED UNDER APPLICABLE LAW.

Warranty Modifications:

This Limited Product Warranty may not be modified except in writing by an officer of EonCoat, may be modified by EonCoat without notice, and such modifications shall be effective as to any Product sold or delivered by EonCoat after the effective date of such modifications. No one has the authority to assume any additional liability or responsibility for EonCoat in connection with the Product except as described herein.

Miscellaneous:

This Limited Product Warranty will be solely governed by and construed in accordance with the laws of North Carolina and the United States, without regard for any choice or conflict of laws considerations, and the Purchaser agrees to submit to personal jurisdiction of the federal and state courts in North Carolina in event of any such dispute. If any provision, or portion thereof, of this Limited Product Warranty is unenforceable or invalid under, or contrary to, any applicable statute or rule of law, it will be modified to the least extent necessary to make it enforceable, such unenforceability shall not affect any other provision of this Limited Product Warranty, and the remaining Limited Product Warranty will remain in full force and effect. The exclusion of consequential and incidental damages, and the provision of this Limited Product Warranty limiting remedies hereunder to replacement or refund, are independent provisions, and any determination that any provision fails of its essential purpose or any other determination that either of the above provisions is unenforceable, shall not be construed to make the other provision unenforceable. This Limited Product Warranty may not be transferred or assigned, including by operation of law. The Limited Product Warranty gives Purchasers specific legal rights, and Purchasers may also have other rights which vary by jurisdiction, including that certain jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitations on duration of implied warranties, so some of the above limitations may not apply to certain Purchasers.