



**LIMITED WARRANTY\*:** Structural Reinforcement Solutions LLC, an Ohio limited liability company (SRS) warrants this Product\* to be free from manufacturing defects and to meet the technical specifications on the current Technical Data Specifications document, if used consistently with SRS specifications and within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond SRS control. SRS MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PRODUCTS. The sole and exclusive remedy of Purchaser for any claim concerning this product, including but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is shipment to purchaser of product equal to the amount of product that fails to meet this warranty or refund of the original purchase price of product that fails to meet this warranty, at the sole option of SRS. Any claims concerning this product must be received in writing within the Limited Warranty period\* and any claims not presented within that period are waived by Purchaser. SRS WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OF ANY KIND. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY WITH REGARD TO THE SALE OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS.

Purchaser must determine the suitability of the products for the intended use and assumes all risks and liabilities in connection therewith. This information and all further technical advice are based on SRS' present knowledge and experience. However, SRS assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights, nor shall any legal relationship be created by or arise from the provision of such information and advice. SRS reserves the right to make any changes according to technological progress or further developments. The Purchaser of the Product(s) must take reasonable steps to verify the product(s) for suitability for the intended application and purpose before proceeding with a full application of the product(s). Performance of the product described herein should be verified by design professionals and carried out by qualified experts.

\* The Limited Warranty period for bowed wall applications shall be twenty five (25) years from the date of installation of the Product as long as the Product is used by the Purchaser within its shelf life. The Limited Warranty period for all other applications shall be one (1) year from the date of Installation of the Product as long as the Product is used by the Purchaser within its shelf life.



**Warranty Activation:** All Product is covered by warranty only when installed by a properly trained and/or licensed installer. The warranty is conditional on the recording of the warranty within 30 days of installation of the Product(s).

**Transferable:** SRS Products' limited warranty provides for replacement of defective components. SRS' warranty is transferable to the next owner, giving you both peace of mind.

**Exclusions:** Failure due to acts of nature, including but not limited to; earthquake, flood, fire, or other acts of God or damage by equipment or vehicle are excluded from warranty coverage. The SRS Warranty excludes failures caused by foundation settlement. No SRS certified or approved installer is acting as an agent of SRS. If a warranty issue should arise, contact both the installer and SRS at (888) 292-2592.

**Limitations:** SRS Product can be applied to a foundation that is within the applicable specifications set forth by the International Concrete Repair Institute (ICRI) and American Concrete Institute (ACI).

THE LIMITED WARRANTY SET FORTH ABOVE SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, USED AFTER THE SHELF LIFE OF THE PRODUCT, OR STORED OR APPLIED IN A MANNER CONTRARY TO SELLER'S WRITTEN INSTRUCTIONS.

## General Provisions:

- a. **Applicable Law.** The validity, performance and construction of this Limited Warranty shall be governed by the laws of the State of Ohio, USA.
- b. **Exclusive Jurisdiction.** The state and federal courts of the State of Ohio located in Cuyahoga County, Ohio shall have exclusive jurisdiction and venue over any claim, lawsuit or other legal proceeding arising out of this Limited Warranty or relating to the Products. Seller and Buyer hereby consent to the jurisdiction and venue of such courts.
- c. **Modification and Waiver.** No addition to or modification of this Limited Warranty shall be binding upon Seller, and Seller shall not be deemed to have waived any provision of this Limited Warranty, except pursuant to a written document signed by a duly authorized officer of Seller.
- d. **Severability.** If any provision of this Limited Warranty is held to be unenforceable by final order of any court of competent jurisdiction, that provision shall be severed from this Limited Warranty, and shall not affect the interpretation or enforceability of the remaining provisions of this Limited Warranty.