



LIMITED WARRANTY

Hycrete, Inc. is selling the Hycrete Admixture to you "AS IS." Hycrete, Inc. warrants that it has supplied the Admixture to you in the quantities and at the prices purchased, as set forth on your invoice or receipt. If Hycrete, Inc. fails to deliver the Admixture in the quantities purchased, Hycrete, Inc. will:

1) refund the purchase price of any Admixture that was paid for but not supplied according to the terms of the invoice or receipt; or

2) provide the replacement quantities of the Admixture that were paid for but not supplied according to the terms of the invoice or receipt.

Hycrete, Inc. limits this warranty to a period of ninety (90) days from the date of the purchase.

DISCLAIMER

HYCRETE, INC. IS SELLING THE ADMIXTURE TO YOU "AS IS" AND WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HYCRETE, INC. DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE HYCRETE ADMIXTURE. HYCRETE, INC. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE QUALITY OR PERFORMANCE OF THE ADMIXTURE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE ADMIXTURE SET FORTH ON THE INVOICE OR RECEIPT.

YOUR REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE ONLY AS SPECIFIED ABOVE. IN NO EVENT SHALL HYCRETE, INC. BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, BY NEGLIGENCE OR OTHERWISE, FROM THE USE BY YOU OR ANY END USER OF THE ADMIXTURE. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, AND NO PERSON, INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE ADMIXTURE, EXCEPT TO REFER THE PURCHASER TO THIS LIMITED WARRANTY.

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Hycrete, Inc., its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from your use of the Hycrete Admixture. The Limited Warranty shall be governed by the laws of the State of New Jersey. Any action hereunder shall be commenced in a court of competent jurisdiction in Bergen County, State of New Jersey.

For any other matters, please contact the dealer or distributor listed on the invoice or receipt, or call 1 (866) 492-7383 or (201) 386-8110 to locate the distributor nearest to you. If you have a warranty claim, you must provide written notice to Hycrete, Inc. at 462 Barell Avenue, Carlstadt, NJ 07072 with verifiable proof of receipt within thirty (30) days of discovery. Your failure to provide such notice shall constitute a waiver of your remedies under this Limited Warranty.