

The Innovative Hybrid Sheet Piling System

## PRODUCT

Truline ("product") contains ultraviolet-resistant materials that will not corrode, rust, rot or decay in the marine environment. It has been tested by a premier, IAS-accredited independent laboratory, known for its accuracy and integrity.

## LENGTH OF WARRANTY

This limited warranty provides that Truline will meet the physical properties as published at the time of purchase and to be free of manufacturing defects for a period of fifty (50) years from the date of initial installation. If your product contains manufacturing defects covered by this warranty, Truline Systems LLC, at its option, will either replace the defective materials or refund a prorated portion of the original purchase price of the defective materials.

The warranty period shall not be extended by any such replacement or refund settlement on defective Products. If replacement materials are provided under this warranty section, then Truline or its agents will supply the same within a reasonable period of time after the notice of claim is received by Truline.

## WHAT IS COVERED AND NOT COVERED

Under this warranty, Truline's liability is limited exclusively to, at its sole discretion, either replace defective product or refund the original purchase price, prorated fifty (50) years from the date of purchase. To be eligible for warranty, all invoices for material supplied by Truline for the project must have been paid in full.

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to, misuse, abuse, neglect, alteration/modification, accident, excessive loads, incompatible chemicals, normal wear and tear, pollutants, stains, lack of proper maintenance, improper handling or storage, improper installation, impact of foreign objects, acts causing surface abrasions or holes, damage resulting from settlement, shifting or defects of adjoining or attached structures; fire, earthquake, flood, fire, ice, lightning, hurricane, tornado or other casualty or act of God; or any other cause not involving manufacturing defects in the material supplied by Truline.

Truline shall have no liability whatsoever for the design, engineering or installation of structures. This warranty specifically does not apply to the following: Damage which results from improper specification and/or installation of rebar or concrete, whether due to improper criteria as specified by an engineer or due to improper installation by a contractor. Product must be installed by a professional licensed and properly insured contractor. No warranty of any kind is made as to the suitability, effectiveness or safety of the Product for a particular application or the results obtained there from. In no event will Truline be liable for labor and installation costs, accessory materials, engineering, freight, disposal charges, taxes, or any other costs resulting from de-installation and re-installation, improper engineering or installation, mishandling or any other cause.

## WARRANTY REGISTRATION

The Warranty Registration form below must be completed and signed by the Buyer and returned to Truline within forty-five (45) days after the initial installation has been completed, along with a copy of the invoice, in order to become eligible for any recourse under this warranty.

## HOW TO FILE A CLAIM

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO TRULINE WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED. The Buyer must send all claims with a written description of the defect, a picture and proof of purchase to: Truline, Attn: Warranty Dept., 1415 Panther Lane, Naples, FL 34109. Truline must have a reasonable opportunity to inspect the product before repairs are begun or alternatively, may require the Buyer to submit a sample of the defective material to Truline for analysis. Truline will then investigate the claim and examine the material claimed to be defective.

## OTHER CONDITIONS

This limited warranty may not be modified except in a writing signed by an officer of Truline. No representative, employee, agent of Truline or any person or company, other than an officer of Truline has any authority to make statements of representations regarding Product performance, assume for Truline any additional or other liability or responsibility in connection with the Product or this limited warranty, except as contained in this warranty. TRULINE RESERVES THE RIGHT TO DISCONTINUE OR MAKE CHANGES IN ANY OF ITS PRODUCTS. IF THE PRODUCTS COVERED BY THIS WARRANTY ARE NOT AVAILABLE, TRULINE SHALL HAVE THE RIGHT TO SUBSTITUTE A PRODUCT THAT IN TRULINE'S SOLE DISCRETION IS OF EQUAL QUALITY OR VALUE.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TRULINE. EXCEPT AS HEREIN STATED, TRULINE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, AND IN NO EVENT SHALL TRULINE BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO PRODUCTS COVERED UNDER THIS WARRANTY. THE EXTENT OF TRULINE'S LIABILITY AND THE OWNER'S EXCLUSIVE REMEDY IS LIMITED TO REPLACEMENT OR REFUND AS SET FORTH HEREIN, WHETHER SUCH CLAIM IS BASED UPON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

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Truline, 1415 Panther Lane, Naples, FL 34109 ▪ (239) 422-6000 ▪ www.truline.us

## WARRANTY REGISTRATION FORM

Please fill out the form below and mail to Truline, along with a copy of the contractor's invoice (describing Truline installation and timeframe), address and phone. Mail within forty-five (45) days of installation to: Truline, Attn: Warranty Dept., 1415 Panther Lane, Naples, FL 34109.

Property Owner/Purchaser \_\_\_\_\_

Address Where Product Installed \_\_\_\_\_

City, State, Zip, Country \_\_\_\_\_

Phone \_\_\_\_\_

Engineering Provided by \_\_\_\_\_ Date of Installation \_\_\_\_\_

Contractor/Installation by \_\_\_\_\_ Date Received \_\_\_\_\_

(office use only)