

StormTech® Standard Limited Warranty

STANDARD LIMITED WARRANTY OF STORMTECH LLC (“STORMTECH”): PRODUCTS

- (A) This Limited Warranty applies solely to the StormTech chambers and end plates manufactured by StormTech and sold to the original purchaser (the “Purchaser”). The chambers and end plates are collectively referred to as the “Products.”
- (B) The structural integrity of the Products, when installed strictly in accordance with StormTech’s written installation instructions at the time of installation, are warranted to the Purchaser against defective materials and workmanship for one (1) year from the date of purchase. Should a defect appear in the Limited Warranty period, the Purchaser shall provide StormTech with written notice of the alleged defect at StormTech’s corporate headquarters within ten (10) days of the discovery of the defect. The notice shall describe the alleged defect in reasonable detail. StormTech agrees to supply replacements for those Products determined by StormTech to be defective and covered by this Limited Warranty. The supply of replacement products is the sole remedy of the Purchaser for breaches of this Limited Warranty. StormTech’s liability specifically excludes the cost of removal and/or installation of the Products.
- (C) THIS LIMITED WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- (D) This Limited Warranty only applies to the Products when the Products are installed in a single layer. UNDER NO CIRCUMSTANCES, SHALL THE PRODUCTS BE INSTALLED IN A MULTI-LAYER CONFIGURATION.
- (E) No representative of StormTech has the authority to change this Limited Warranty in any manner or to extend this Limited Warranty. This Limited Warranty does not apply to any person other than to the Purchaser.
- (F) Under no circumstances shall StormTech be liable to the Purchaser or to any third party for product liability claims; claims arising from the design, shipment, or installation of the Products, or the cost of other goods or services related to the purchase and installation of the Products. For this Limited Warranty to apply, the Products must be installed in accordance with all site conditions required by state and local codes; all other applicable laws; and StormTech’s written installation instructions.
- (G) THE LIMITED WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. STORMTECH SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS; LABOR AND MATERIALS; OVERHEAD COSTS; OR OTHER LOSS OR EXPENSE INCURRED BY THE PURCHASER OR ANY THIRD PARTY. SPECIFICALLY EXCLUDED FROM LIMITED WARRANTY COVERAGE ARE DAMAGE TO THE PRODUCTS ARISING FROM ORDINARY WEAR AND TEAR; ALTERATION, ACCIDENT, MISUSE, ABUSE OR NEGLIGENCE; THE PRODUCTS BEING SUBJECTED TO VEHICLE TRAFFIC OR OTHER CONDITIONS WHICH ARE NOT PERMITTED BY STORMTECH’S WRITTEN SPECIFICATIONS OR INSTALLATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE INSTALLATION INSTRUCTIONS; THE PLACEMENT OF IMPROPER MATERIALS INTO THE PRODUCTS; FAILURE OF THE PRODUCTS DUE TO IMPROPER SITING OR IMPROPER SIZING; OR ANY OTHER EVENT NOT CAUSED BY STORMTECH. A PRODUCT ALSO IS EXCLUDED FROM LIMITED WARRANTY COVERAGE IF SUCH PRODUCT IS USED IN A PROJECT OR SYSTEM IN WHICH ANY GEOTEXTILE PRODUCTS OTHER THAN THOSE PROVIDED BY ADVANCED DRAINAGE SYSTEMS ARE USED. THIS LIMITED WARRANTY REPRESENTS STORMTECH’S SOLE LIABILITY TO THE PURCHASER FOR CLAIMS RELATED TO THE PRODUCTS, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, OR OTHER LEGAL THEORY.