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WARRANTY

FRP Resource LLC (FRP Resource) warrants to the original purchaser and no others that FRP Resource materials will be free from defects in material and workmanship, and manufactured in accordance with industry standards. This warranty is not assignable and in lieu of and excludes all other warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise including but not limited to any implied warranties of merchantability or fitness. No agent, employee, or representative of FRP Resource has any authority to bind FRP Resource to any such representation and affirmation, or warranty shall not be deemed to have become a part of the basis of this agreement and shall be unenforceable. Any claimed defect in material or workmanship shall be deemed waived by purchaser unless submitted to FRP Resource in writing within seven (7) days from the date when the materials are received by purchaser. FRP Resource's obligation under this warranty, and purchaser's exclusive remedy for the breach thereof, shall be limited to FRP Resource's correction of any defect in material or workmanship by, at FRP Resource's option and expense (excluding shipping, installation and any other charges): (i) repair of the defective materials; (ii) replacement of the defective materials; or (iii) refund of the original purchase price of the defective materials. FRP Resource reserves the right to require, as a condition to recognizing any claim under this warranty, purchaser's return of any material, transportation charges prepaid by purchaser, to FRP Resource's facility for inspection and/or repair by FRP Resource. Refund of purchaser price or repair or replacement of defective goods as provided above shall be the purchaser's sole and exclusive remedy for contract, warranty, negligence, tort or strict liability claims. In no event shall FRP Resource be liable for any special, indirect, incidental, economic or consequential damages of any character (including but not limited to loss of use, lost profits, loss of business, business interruption, or attorney's fees) caused or alleged to be caused in whole or in part by the negligence, tort, strict liability, breach of contract, breach of warranty or other breach of duty of or by FRP Resource.

FRP Resource shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the materials. FRP Resource disclaims all liability with respect to the design of the materials and makes no warranty with respect to such design. This warranty is in lieu of and excludes all other warranties, whether express, implied, or statutory, including implied warranties of merchantability of fitness.