

9.1 MISSOULA CONCRETE CONSTRUCTION WARRANTY

Missoula Concrete Construction warrants that all goods sold are manufactured with the best of industry standards and that all materials and workmanships are as set forth in the specifications.

For a period of 3 years from the date of delivery, Missoula Concrete construction will repair or replace, free of charge, any of its structures which are determined to be structurally unsound due to poor workmanship or material. Determination must be in writing by a licensed structural engineer. Missoula Concrete Construction must be given the opportunity to inspect the site.

After inspection by a structural engineer, if damage incurred is NOT deemed to be the responsibility of Missoula Concrete poor workmanship, contractor / owner will be responsible for the cost of any 3rd party opinions obtained to reach said verdict.

Missoula Concrete Construction will be held harmless from any damage due to site location. Accessories are warranted to the extent of the individual accessory manufacturer's warranty.

This warranty shall not apply to:

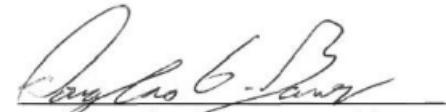
1. *Goods which have been improperly handled or improperly installed by others;*
2. *Goods which have been poorly sited (such as areas subject to flooding or high water tables.)*
3. *Good which have been repaired or altered without Missoula Concrete Construction's written consent;*
4. *Goods which have been damaged by forces of nature in excess of design criteria, to include fire, flood, avalanche, landslide, tornado, falling trees, vehicle collisions, and any and all acts of God, etc.*
 - *The above includes excessive water to include, but not limited to, rain, flooding, snow melt, runoff.*
5. *Minor hairline cracks due to shrinkage, thermal expansion/contraction, or shipping.*
6. *Efflorescence bleeding through the concrete.*
 - *Pressure washing/onsite work is excluded in Missoula Concrete's Scope of work.*
 - *Efflorescence is a "byproduct" of concrete and is not covered under warranty.*
7. *Damage due to accidents, vandalism, or improper maintenance.*
8. *Minor paint/rust repairs due to weather exposure*
9. *All hardware and after market items installed in latrine except when the item is deemed "nonfunctional" due to Missoula Concrete Workmanship.*

10.0 DISCLAIMER OF OTHER WARRANTIES

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. MISSOULA CONCRETE CONSTRUCTION MAKES NO OTHER WARRANTY OF MERCHANTABILITY OF OR FITNESS FOR ANY PURPOSE OR USE.

11.0 LIMITATION OF REMEDIES

In the event of any breach of any obligation hereunder; breach of any warranty regarding the goods or any negligent act or omission of any party, the parties shall otherwise have all rights and remedies available at law; however, in no event shall Missoula Concrete Construction be subject to or liable for any incidental or consequential damages.



Douglas G. Bauer, President