

This Limited Warranty of American Ground Screw (hereafter, “AGS,”) applies to PRODUCT (hereafter “Product,) subject to the following provisions. There are no warranties which extend beyond the description on the face hereof.

I. 20-YEAR LIMITED WARRANTY

I.A - Certified Installer. To validate the Warranty, Product must be installed by an installer certified by AGS (hereafter, “Certified Installer.” AGS may, upon request of the purchaser, designate an alternate installer

Upon installation by a Certified Installer, or alternate installer pursuant to Section I.A., and when all other conditions in this warranty are met, AGS warrants that the Products will be free of defects in material and workmanship for a period of twenty (20) years (the “Warranty Period”) from the date installation is completed (“Installation Date”,) provided that the Installation Date is one year or less from the date of purchase. Should the Products fail to perform as warranted, subject to the limitations and exclusions contained herein, AGS’s sole and exclusive obligation under this Warranty shall be, at its option, to repair, or replace, the Products free of charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or reinstallation of the original, repaired or replacement Products, which costs are the responsibility of the installer, property owner or other third party. This Warranty is subject to the terms and conditions below, including proper registration of the Warranty.

II. EXCLUDED PRODUCTS

III. WARRANTY REGISTRATION REQUIREMENTS

III.A - Original Owner. In order for this Warranty to be valid as to the original owner of the real property, Product must be registered with AGS by whomever owns (hereafter, “Original Owner”) the real property at the time of initial installation into which Product is installed. To register the Product, the Original Owner must install the product initially and submit the Online Product Registration Form, to AGS within 180 days of the date of purchase. A Warranty validated in this manner shall apply to any subsequent purchaser under the original terms and conditions of the Warranty.

If the Original Owner fails to perform the foregoing conditions, this Warrant is invalid with respect to any claims or rights asserted by the Original Owner.

III.B - Subsequent Owner. If the Original Owner failed to initially validate this Warranty, notwithstanding the New Owner provisions below, a Subsequent Property Owner may validate the Warranty within 180 days of taking ownership of the real property into which Product was installed. To validate the Warranty of the Product, a Subsequent Property Owner must, at his/her own cost, solicit the original Certified Installer, or the Certified Installer’s agent, to re-inspect the Product installation. If the original Certified Installer inspects the project and confirms that the installed Products are without alteration, modification, misuse or damage and were properly

installed, then the original Certified Installer may sign AGS's Product Installation Verification Form. The New or Subsequent Owner must then register the Product with the Online Product Registration Form.

The Certified Installer is under no obligation or duty to the Subsequent Property Owner resulting from this subsection. Should the Certified Installer be unable or unwilling to re-inspect the Product, AGS, at its sole discretion, may permit the New Owner or Subsequent Property Owner to solicit an inspection from another AGS designated installer, either specific to the individual Subsequent Property Owner, or through public dissemination of a certified installer list on the AGS website.

At AGS' sole discretion, the Online Product Registration Form and the Subsequent Owner Installation Verification Form may be replaced by successor documents.

III.C - Limitation of Registration Period. AGS must receive all registration documents, whether provided by an Original Owner, New Owner, or Subsequent Property Owner, **NO LATER THAN ONE YEAR FROM THE INSTALLATION DATE** for this Warranty to be valid. AGS assumes no responsibility for any delay or defect in receipt of validating documents.

IV. LIMITATIONS

Notwithstanding any other provisions contained in this document, this Warranty does not apply to or include any movement, defects, damage and/or injury (up to and including wrongful death) related to or arising out of:

(i) any acts of God, including, without limitation, earthquake, severe wind, flood, fire, vandalism, drought, excessive soil saturation, change in the water table, further or new subsidence or sinkhole, and/ or any change in any existing subsidence or sinkhole; (ii) any existing concrete, foundation, slab, wall and/or footing which is defective, insufficient or inadequate in width, thickness, material, design, structural integrity and/or strength; (iii) any act, negligence, error, omission or conduct by anyone other than AGS; (iv) any error, omission or defect in any design, engineering or testing by the Original Property Owner, New Property Owner (defined below) or any Subsequent Property Owner(s) and/or their respective agents or other third parties; (v) any unknown or hidden conditions; (vi) any failure of a third party vendor or governmental entity to inspect product or installation, resulting from a civil order; (vii) movement due to or arising out of any differential settlement of any portions of any improvement which was not underpinned with the Product; (viii) the modification, alteration, or damage to the Product occurring after shipment from AGS; (ix) modification, alteration or damage to any portion of the structure, foundation or property upon which the Product is reliant; (x) use of the Product in a manner that is not standard in the industry or reasonably anticipated by AGS or combination of the Product with other products or materials inconsistent with AGS's instructions; and/or (xi) in the event no notice of defect is given to AGS prior to the Original Property Owner transferring or assigning legal title to the property to the New Property Owner as provided herein or in the event no notice of defect is given to AGS prior to the New Property Owner transferring or assigning legal title to the property to the Subsequent Property Owner as provided herein.

V. DISCLAIMER OF ALL OTHER WARRANTIES

The Warranty is exclusive, and in lieu of all other warranties whether written, oral, expressed or implied. there are no warranties of merchantability or fitness of any product for a particular purpose.

VI. LIMITATION OF LIABILITY

In no event shall AGS (or its successors, assignees, officers, directors, shareholders, employees, agents, affiliates and/or subsidiaries) be liable for any direct, indirect, special, incidental, consequential, exemplary, multiple or punitive damages, even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), strict liability or any other theory, including without limitation labor or equipment required to remove and/or reinstall original or replacement parts, loss of time, profits or revenues, lack or loss of productivity, loss of use of the products or any associated equipment interest charges or cost of capital, cost of substitute equipment, damage to or loss of property or equipment, any inconvenience, cost or damage arising out of any delay in performing, failure to perform or other breach of the warranty set forth in herein or obligations under such warranty, or claims of third parties against the original property owner or any subsequent property owner or third party, arising out of or in connection with the manufacture, sale, installation, use of, inability to use, or the repair or replacement of the products or replacement products.

In no event shall AGS's total liability in respect of any and all claims of any kind whether in contract, warranty, tort (including negligence), strict liability or otherwise arising out of or in connection with, or resulting from AGS's sale, delivery, resale, repair, replacement or furnishing of any products, including performance or breach of the warranty set forth herein, exceed the purchase price allocable to the product(s) that gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period for such product(s).

** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

VII. TRANSFER OF WARRANTY

This Warranty (in its entirety) may be transferred and assigned by the Original Property Owner to his/her/its first transferee(s) of legal title to the property ("New Property Owner") and such warranty period for the New Property Owner is limited to the remainder of the original twenty (20) year Warranty Period of the Products. To be valid, each and every Warranty transfer must be completed within one hundred eighty (180) days of closing on the transfer of the property.

Except as provided in Section III, this Warranty may only be transferred by a valid Warranty holder to its subsequent property owner ("Subsequent Property Owner"). If at any point during the Warranty Period a property owner fails to transfer the Warranty to the next owner within one

hundred eighty (180) days of closing, the Warranty will become void and invalid as of the date of that transfer of the property. In no event may this Warranty (or any right, claim or action hereunder) be transferred or assigned in whole or part, to any person(s) and/or entity who/which does not then own legal title to the property on which the Product is installed, nor may this Warranty be transferred or assigned to any person or entity which holds equitable and/or beneficial title but not legal title to the property, nor may any right, claim and/or cause of action be transferred separate or apart from this Warranty.

Any violation of the foregoing shall void this Warranty, and all existing and future claims. To transfer this Warranty, please complete the Transfer of Warranty form along with the Warranty Product Registration email and mail to: American Ground Screw, 512 Tuttle St., Des Moines, Iowa, 50309; Attention: AGS Warranty Administration.

VIII. WARRANTY CLAIMS

Only Products that have been registered with AGS under Section III above will qualify for claim consideration under this Warranty. The claimant must provide notice of claim to the original Certified Installer, or to an alternative AGS designated installer, at AGS' sole discretion.

In addition, a warranty claim form must be completed by the property owner and submitted to AGS. To file a claim, send the completed Warranty Claim Form and copies of the Warranty Product Registration email, Product bill of sale, Installer's Certification Card, and Certified Installer's installation warranty to: American Ground Screw, Inc., 512 Tuttle St., Des Moines, Iowa, 50309; Attention: AGS Warranty Administration.. Once the warranty claim is received, AGS will evaluate the Products, which may require an on-site inspection and/or return of Products to AGS. If the Products are found to be defective and have not already been returned to AGS, a Return Material Authorization may be issued by AGS and the return freight costs will be covered by AGS. The defective Products will then be repaired or replaced and delivered to the Property Owner at no charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or reinstallation of the original, repaired or replacement Products, which costs are the responsibility of the installer, property owner or other third party.

To determine if an installer is a Certified Installer ask to see a valid AGS Certified Installer certification card at the time of installation or call AGS at (833) 359-9475. A copy of the certification card must be provided with a Warranty Claim.

If the Product is installed by a non-certified installer, not designated as an alternate installer under Section I, AGS only warrants that the Products will be free of defects in material for one (1) year from installation, unless otherwise specified by AGS in writing to the purchaser and non-certified installer prior to installation. **It is the purchaser's responsibility to determine whether installer is a Certified Installer or an AGS designated alternate installer. The purchaser may do so by examining the installer's AGS certification card or by contacting AGS.**

IX. JURISDICTION, SEVERABILITY AND WAIVER

All disputes arising from this Warranty shall be governed under the laws of the state of Iowa. If a Court of competent jurisdiction holds any provision of this Warranty or its application to be invalid, the invalidity shall not affect other provisions or applications of this Warranty that can be given effect without the invalid provision or application, and any invalid provision or application shall be severed from the remainder of the Warranty. AGS, at its sole discretion, may waive strict performance of any provision of this Warranty; such a waiver shall not be construed as a waiver of any of future strict performance.