

ITL Aqualiner Product Warranty

Infrastructure Technologies (Australia) Proprietary Limited (the **Company**) hereby warrants to the **Beneficiary** that the **ITL Aqualiner** sold for the Intended Use in the nominated Project conforms at the time of sale to the specifications of the **Company**, to be free from manufacturing defects, and to be able to withstand normal weather for a period of seven years from the Effective date.

The Warranty does not include damages or defects in **ITL Aqualiner** resulting from acts of God, casualty or catastrophe including but not limited to: earthquakes, floods, piercing hail, tornadoes or force majeure. The term "normal use" as used here does not include among other things the exposure of **ITL Aqualiner** to harmful chemicals: abuse of **ITL Aqualiner** by machinery, equipment, people, animals; improper site preparation or covering materials; existing conditions in, including but not limited to, subsurface contusions beneath the **ITL Aqualiner** such as settlement of ground, cave in, etc: excessive pressures or stresses from any source or improper application or installation; improper operation and maintenance by the owner. **ITL Aqualiner** Warranty is intended for commercial use only and is not in effect for the consumer. The parties expressly agree that the sale hereunder is for commercial or industrial use only.

Should defects or premature loss of use within the scope of the above Warranty occur, the **Company** will at its own option, repair or replace **ITL Aqualiner** on a pro rata basis at the then current price in such a manner as to charge the **Beneficiary** only for that portion of the Warranted life which has elapsed since the effective date. The **Company** will have the right to inspect and determine the cause of any alleged defect in **ITL Aqualiner** and to take the appropriate steps to repair or replace **ITL Aqualiner** if a defect exists which is covered under this Warranty. Any determination as to what constitutes the appropriate steps of remedying a defect will be made by the **Company**. This Warranty extends only to **ITL Aqualiner**, and does not extend to the installation service of **PMC Liner** or to third parties. Any claim for any alleged defect under this Warranty must be made in writing, by certified mail, to the managing director of the **Company** within ten (10) days of becoming aware of the alleged defect. Should the required notice not be given within that timeframe, the defect and or warranties are waived by the **Beneficiary**, and the **Beneficiary** shall not have any rights of recovery against the **Company** and will not be obliged to perform repairs and replacement under this Warranty unless and until the area to be repaired or replaced is clean, dry and unencumbered. This includes but is not limited to, the area made available for repair and/or replacement of **ITL Aqualiner** to be free from all water, dirt, sludge, residuals and liquids of any kind. If after inspection is determined that there is no claim under this Warranty, the **Beneficiary** shall reimburse the **Company** for its costs associated with the site inspection.

In the event the exclusive remedy provided here in fails in its essential purpose, and in that event only, **Beneficiary** shall be entitled to return of the purchase price for so much as the material as the **Company** determines to have violated the Warranty provided here in. The **Company** shall not be liable for any direct, indirect, incidental, specific or consequential damage of any kind or any loss of profits resulting from failure of the **ITL Aqualiner** or the breach of this Warranty, whether such damaged are for breach of Warranty, negligence or otherwise. The **Company** will shall not be

obligated to reimburse the **Beneficiary** for any repairs, and replacement, modifications or alterations made by **Beneficiary** unless Beneficiary has been specifically authorised, in writing by the Company to make such repairs replacements, modifications or alterations in advance of them having been made, and has done so strictly in accordance with the Company's instructions.

The **Company's** liability under this Warranty shall in no event exceed the replacement cost of the **ITL Aqualiner** sold for the **Project** which has violated the Warranty provided here in.

The Company neither assumes nor authorises any person other than the undersigned of the **Company** to assume any other or additional liability in connection with **ITL Aqualiner** made on the basis of the Warranty. The Warranty on **ITL Aqualiner** here in is given in lieu of all other possible material warranties, either expressed or implied, and by accepting delivery of **ITL Aqualiner** the **Beneficiary** waives all other possible warranties, except those specifically given.

This Warranty is for the sole benefit of the **Beneficiary** and is non-transferable and non-assignable, i.e., there are no third-party beneficiaries to this Warranty.

The Company makes no Warranty of any other kind other than that given above and hereby disclaims all warranties, expressed or implied, whether as to merchantability and/or fitness for a particular purpose or otherwise. This is the only Warranty that applies to the materials referred to herein and **the Company** disclaims any liability for any warranties given by any other person or entity, either written or oral.

In the event any time or provision of this Warranty is inconsistent, with or in conflict with any writing, purchase order, or contract executed by the **Company** then, to the extent such inconsistencies or conflict exists, the term and conditions of this Warranty shall control in all respects the Company's liability. The legal relations of the **Company** and beneficiaries shall be determined and governed exclusively by the laws of the New South Wales.

The Warranty becomes an obligation of the **Company** only upon receipt of final payment by the **Company** for the specific project. The Warranty shall not be effective until an original dated and signed copy by an authorised officer of the **Beneficiary** has been duly returned to the **Company** and if not signed and returned to **the Company** before the nominated date, this Warranty will not take effect and in such event, the **ITL Aqualiner** is sold "as is".