

**LIMITED WARRANTY
FOR CSPE LINERS, COVERS AND BAFFLES**



Warranty No. _____

Effective Date: _____

BURKE INDUSTRIES, INC., as manufacturer, warrants each Burke CSPE liner, cover and baffle which is manufactured, sold as first quality, fabricated and installed by or under direct supervision or control of _____ (1) to be furnished free of manufacturing defects in materials at time of delivery with the basis for judgement of defects being the applicable Burke product specifications in effect at the time the order was placed unless modified by mutual written agreement, and (2) shall not develop cracks/holes which go completely through the membrane due solely to the effects of normal weathering for a period of _____ years from the date of delivery. "Normal weathering" does not include physical damage caused by Acts of God, casualty, or catastrophe such as (but not limited to) earthquakes, fire, explosion, floods, lightning, piercing hail, tornados, or exposure of the membrane to harmful chemicals, corrosive air pollution, mechanical abuse by machinery, equipment, people or animals, or excessive flexures, pressures or stress from any source.

Should defects or weathering degradation occur within the scope of the above warranty, Burke will, at its option, refund to the purchaser-user the pro-rata portion of the unexpired term of the warranty based on the purchaser-user's original cost of such product, or will supply repair or replacement materials at the then-current price. In the event Burke supplies repair or replacement materials against the then-current price, Burke will credit the lesser of (1) the pro-rata part of the original sales price of the material so repaired or replaced for the unelapsed period of the warranty, or (2) the pro-rata part of the then-current price of the material so repaired or replaced for the unelapsed period of the warranty. To enable Burke's technical staff to properly determine the cause of any alleged defect and to take appropriate steps to effect timely corrective measures if such defect is within the warranty, any claim for alleged breach of warranty must be made and presented in writing to Burke and the installing contractor within thirty (30) days after the alleged defect was first noticed, or the defect and all warranties will be deemed to have been waived by the purchaser-user.

Burke's liability under this warranty shall in no event exceed the amount of the sale price of the material sold to the purchaser-user for the particular installation in which it failed. No allowance will be made for repairs, replacements or alterations made by the purchaser-user unless done with Burke's consent in writing. Burke Industries, Inc. neither assumes nor authorizes any person other than an officer of the company to assume for it any other additional liability in connection with the Burke liner, cover or baffle.

If the Burke liner, cover or baffle is installed by other than _____ or a contractor under the direct supervision or control of the above, neither this warranty or any other Burke warranty shall be in effect or enforceable. All materials sold other than as first quality are sold "as-is" and without Burke warranty of any kind or nature.

Included in this warranty are reservoir cover and products and baffles furnished by Burke Industries provided these cover and baffle products are specifically made and installed for potable water, floating cover and baffle applications.

All warranties are given for individual installations and to become effective Burke Industries must have a certificate of installation stating: date installed, supervisor of installation, location, and the product code of Burke Industries material.

BURKE'S LIABILITY FOR THE MERCHANTABILITY AND USE OF THE PRODUCT IS EXPRESSLY LIMITED TO ITS WARRANTY SET OUT ABOVE. THIS DISCLAIMER AND WARRANTY AGREEMENT IS EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS AND WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE. THE REMEDY SET FORTH IN THIS DISCLAIMER AND WARRANTY AGREEMENT SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON. NEITHER BURKE INDUSTRIES, INC., NOR ITS APPROVED APPLICATION CONTRACTORS SHALL BE LIABLE FOR ANY SPECIAL, DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR CAUSED BY THE DEFECT, FAILURE OR MALFUNCTION OF THIS PRODUCT NOR ANY OTHER LOSSES OR INJURIES, WHETHER A CLAIM FOR SUCH DAMAGES, LOSSES OR INJURIES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. BY ACCEPTING DELIVERY OF THE MATERIALS, THE PURCHASER-USER EXPRESSLY WAIVES ALL OTHER SUCH POSSIBLE WARRANTIES, LIABILITIES AND REMEDIES EXCEPT THOSE SPECIFICALLY GIVEN HEREIN AND PURCHASER-USER ACKNOWLEDGES THEREBY THAT THE WARRANTIES GIVEN HEREIN ARE ACCEPTED IN PREFERENCE TO ANY OR ALL SUCH OTHER POSSIBLE WARRANTIES, LIABILITIES AND REMEDIES. UNDER THE TERMS OF THE WARRANTY, BURKE SHALL NOT BE RESPONSIBLE FOR THE IMPOUNDMENT DESIGN NOR THE INSTALLATION WORKMANSHIP OR INCIDENTAL MATERIALS.

This warranty is limited to installations for commercial and/or industrial uses only and does not apply to customer uses as defined by the Magnuson-Moss Warranty Act or any similar state consumer warranty statute. The parties expressly agree that the sale and use of hereunder is for commercial or industrial purposes only.

In order for this warranty to take effect, it, (Form #B100165), must be signed below by the purchaser-user and returned to Burke within (1) ninety (90) days after the date of completion of the Installation Certification Form #B100167, which must be completed and signed by the purchaser-user and the installation contractor within thirty (30) days after the date of completed installation of the material, or (2) within one (1) year following the date of delivery of the material to the purchaser-user, whichever date is earlier. IF NOT SIGNED AND RETURNED TO BURKE INDUSTRIES WITHIN SUCH PERIODS, THIS WARRANTY WILL NOT TAKE EFFECT, AND IN SUCH EVENT THE GOODS SOLD TO THE PURCHASER ARE SOLD "AS IS" AND BURKE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF THE PRODUCT IN ADDITION TO ITS DISCLAIMERS SET FORTH ABOVE.

Please complete and mail to:

**Burke Industries
Sales Manager
Liners, Covers and Baffles
2250 South Tenth Street
San Jose, CA 95112**

Name of Purchaser Company

Location of Installation (address, city, state, zip)

Name (please type or print), Title

Signature

Date

Signature, Burke Representative