

BARRIER WARRANTY

The C-40 Traffic Impact Bollard, Model TIB-67-SA, passed an independent, non-certified ASTM test of a 2432 lbs. vehicle traveling at 42.5 mph, which resulted in less than 24 inches of penetration. The actual performance of the Bollard is dependent on its proper installation, in accordance with its installation specifications, and maintenance of the Bollard's condition and installation bed, including against rust, prior impact, road salt and/or other materials affecting the Bollard and/or its installation bed. The Bollard and the installation bed of the Bollard should be inspected in regular intervals to assure their integrity and condition such that they match their original condition upon installation in accordance with the installation specifications.

IDEAL SHIELD, LLC, MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE BOLLARD OR ITS PERFORMANCE, AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IN THE EVENT OF A FAILURE OF A BOLLARD, AS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, IDEAL SHIELD, LLC SHALL EITHER REPLACE THE AFFECTED BOLLARD (UPON THE RETURN OF THE SAME TO IDEAL SHIELD, LLC) AT NO CHARGE OR WILL REFUND THE PURCHASE PRICE PAID FOR THE BOLLARD.

THE REMEDY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL IDEAL SHIELD, LLC BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE USE OR INSTALLATION OF THE BOLLARD OR ANY FAILURE OF THE BOLLARD TO PERFORM IN THE MANNER ANTICIPATED.