

Limited Warranty

ShoreGuard® and C-Loc® Sheet Piling

Crane Materials International, a world leader in engineered construction products technology for the marine industry, manufactures ShoreGuard and C-Loc from high-quality, UV resistant materials. The warranty on ShoreGuard and C-Loc sheet piling is based on proven product performance and is backed by our organization's financial strength and reputation built over five decades.

What is Covered By This Limited Warranty. Manufacturer warrants that ShoreGuard and C-Loc sheet piling are free from defects as a result of manufacturing and meet the physical properties published at the time of purchase.

What Manufacturer Will Do To Remedy Defects. If such a defect appears within fifty (50) years from the date of purchase, Manufacturer will, at its option, supply replacement product (but not the labor cost, freight, taxes or other expenses associated with de-installation and re-installation) or refund the original purchase price, prorated fifty years from the date of purchase; provided, Buyer must notify Manufacturer in writing within thirty (30) days after the appearance of the defect.

How To File A Warranty Claim. Send a brief written explanation of the defect, along with dated proof of purchase to Crane Materials International, 4501 Circle 75 Parkway, Suite E-5370, Atlanta, GA 30339. Manufacturer reserves the right to request additional information, including, but not limited to, photos and field inspections.

What Is Not Covered By This Limited Warranty. Manufacturer does not warrant the design or the engineering of specific structures. Each purchaser is solely responsible for determining the effectiveness, suitability, and safety for the use of ShoreGuard or C-Loc sheet piling. This Limited Warranty does not cover product failure, product malfunction or any damages resulting from: (i) abnormal use; (ii) abuse; (iii) accidents; (iv) acts of God; (v) fire; (vi) flood; (vii) hurricane; (viii) intentional acts; (ix) lightning; (x) normal wear and tear; (xi) tornado; (xii) unreasonable use; (xiii) violent storms; (xiv) wind; (xv) acid rain; (xvi) acts causing surface abrasions, scratches or holes; (xvii) airborne stains; (xviii) alteration or modification of the product; (xix) damage resulting from settlement or shifting of or defects in adjoining surfaces or structural members to which the product is installed or attached; (xx) design or engineering services utilized in the selection, installation and use of the product in specific applications; (xxi) excessive loads; (xxii) exposure to harmful chemicals; (xxiii) harmful vapors; (xxiv) impact of foreign objects; (xxv) incompatible chemicals; (xxvi) pollutants.

LIMITATION OF REMEDIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY **INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER** (INCLUDING, BUT NOT LIMITED TO; LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PRECEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER'S COST FOR SUCH PRODUCTS.

Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

MERGER CLAUSE – ORAL STATEMENTS NOT BINDING: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE **IMPLIED WARRANTY OF MERCHANTABILITY** AND **IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from State to State. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Physical properties are defined by ASTM testing standards, The Aluminum Association Design Manual, and/or standard engineering practice. The values shown are nominal and may vary. The information found in this document is believed to be true and accurate. No warranties of any kind are made as to the suitability of any CMI product for particular applications or the results obtained there from. ShoreGuard, C-Loc, TimberGuard, GeoGuard, Dura Dock, Shore-All, and Gator Gates are registered trademarks of Crane Materials International. ArmorWare, Ultra Composite, GatorDocks, and CMI Waterfront Solutions are trademarks of Crane Materials International. United States and International Patent numbers 5,145,287; 5,881,508; 6,000,883; 6,033,155; 6,053,666; D420,154; 4,674,921; 4,690,588; 5,292,208; 6,575,667; 7,059,807; 7,056,066; 7,025,539; 1,245,061; Other patents pending. © 2007 Crane Materials International. All Rights Reserved.