

Warranty Agreement

LIMITED LIFETIME WARRANTY

ISCO Industries, Inc. ("ISCO"), whose address is 100 Witherspoon St. 2West, Louisville, Ky. 40202, warrants that the Product described in this warranty will remain leak-free and corrosion-resistant, subject to the terms set forth herein ("Limited Warranty").

WHO MAY USE THIS WARRANTY?

This warranty extends to the original purchaser of the Product who has registered with ISCO at http://www.isco-pipe.com/marine/ within 90 days from the date of purchase from an ISCO-authorized dealer. This warranty may be transferred/ assigned by the registered original purchaser to a subsequent purchaser so long as within 90 days of the transfer ISCO receives (i) notice of the subsequent purchase and (ii) the transferee completes registration with ISCO at the above website. For purposes of this warranty, the term "Consumer" will mean a duly-registered original purchaser or permitted transferee.

WHAT IS COVERED IN THIS WARRANTY?

This warranty covers normal use of each Highland Flotation HDPE pontoon component of the Highland Flotation System (the "Product") and does not apply to any other component of the Consumer's dock, including but not limited to any wood framing, decking, metallic pieces, brackets, bolts or other non-HDPE component (the "Parts") or to any other ISCO product. For purposes of this warranty, normal use means being floated in water and not in repeated contact with marine floor or other abrasive surfaces.

HOW LONG DOES THIS WARRANTY LAST?

ISCO warrants that the Product will remain leak-free and corrosion resistant beginning on the date the product is originally purchased and continuing for so long as the Consumer owns the Product, not to exceed 25 years (the "Term").

WHAT WILL ISCO DO UNDER THIS WARRANTY?

To obtain performance of any obligation under this Limited Warranty, the Consumer must promptly contact ISCO at www.highlandfloats.com or the ISCO-authorized dealer from whom the Product was originally purchased. The Consumer will be provided instructions where to return the Product for ISCO's inspection. Subject to the terms herein, if shown to be defective, ISCO will, at its election, either:

- Repair the Product; or
- Replace the Product; or
- Make an appropriate adjustment to the purchase price.

ISCO will not be responsible for any freight charges, labor charges, installation, or other incidental or consequential costs, nor will ISCO's liability with respect to any particular Product exceed fifteen hundred dollars (\$1,500).

WHAT ARE THE WARRANTY'S EXCLUSIONS AND LIMITATIONS?

This warranty does not cover damage due to: (a) transportation; (b) storage; (c) misuse; (d) neglect (e) normal wear and tear; or (f) external causes such as accidents, abuse, acts of God or other actions or events beyond ISCO's reasonable control.

ISCO PROVIDES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ISCO DISCLAIMS ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states/provinces do not allow limitations of how long an implied warranty lasts or the exclusion or limitation of such damages, so these limitations and exclusions may not apply to you. This warranty gives you, the Consumer, specific legal rights. You may also have other rights that vary from state/province to state/province. This is ISCO's exclusive written warranty.