

Stratacell™ and Stratavault™ Warranty by Citygreen™

Citygreen™ warrants to the original purchaser of its Citygreen Stratacell™ SC250 product (“product”) and Stratavault™ SV400 product (“product”) that at the date of purchase such product will be of merchantable quality, and perform to Citygreen’s written specifications for the Product for a period of 20 years when the product is installed and used as specifically provided for in the Citygreen installation guidelines for the Product.

This warranty does not apply to normal wear and tear of the product, nor does this warranty apply to the extent that any failure of the Product to comply with any part of the warranty is caused by abuse, misuse, mishandling, improper assembly, unauthorized alterations or modifications to the product, accident, lack of reasonable care of the Product, or failure to install the Product in accordance with Citygreen’s specifications, instructions, manuals and other written material made available to the purchaser of the Product.

For the avoidance of doubt, authorized alterations or modifications to the Product mean the cutting of lateral members of the Product only and provided that such alterations or modifications to the lateral members of the Product have been clearly recorded and documented in Citygreen’s Smart Certify QA system (Smart Certify) and subsequently approved by Citygreen via Smart Certify.

This warranty does not apply to events and conditions beyond the control of Citygreen, including, without limitation, ground subsidence and/or settlement, earthquakes, floods, fire, and other natural events, actions of third parties, acts of God and/or Force Majeure.

In the event of a breach of this warranty, Citygreen will provide a replacement Product. Citygreen will not be liable for incidental costs, including, without limitation, removal of the original Product, delivery, installation of the replacement Product, associated labor and equipment costs, and the cost of, and incidental to, other materials and expenses not covered by this warranty.

Citygreen makes no other warranties, express or implied unless the exclusion of such warranties is prohibited by statute. Citygreen shall not be responsible, either in tort or in contract, for any direct, indirect or consequential damages, loss of profits, loss of revenue, loss of use, or any breach of any express or implied warranty, except where such warranty cannot be excluded by statute.