



Re: Warranty for Composite Pilings Manufactured by Pearson Pilings, LLC (“Pearson”)

**A. Basic Warranty.** Pearson warrants (except for Excluded items noted herein) that each piling, for a period of ten (10) years from delivery to buyer will perform as represented, in Pearson’s most recent specifications when used as a vertical piling or other application approved by Pearson Pilings within engineering tolerance guidelines shown in Pearson’s most recent engineering specifications and that the piling will resist insect attack, rusting or rotting for a period of ten (10) years from delivery to buyer.

**B. Excluded Items.** Pearson gives no warranty to:

- I. The exterior coating which is used in the manufacturing process and provides external coloring for the piling and has no effect on the structural integrity of the piling.
- II. All hardware, not supplied by Pearson, installed in or on the piling, following delivery of the piling, including, without limitation, any hardware used to connect the pilings to the shore.

**F. Warranty Claims.** In order to make a claim under this warranty, buyer must do the following:

- I. Report the defect to Pearson within thirty (30) days of discovering it. The report must identify the Piling;
- II. Make the Piling available for inspection by Pearson or its authorized representative when so requested;
- III. Make the Piling available for repairs (if required) by Pearson or its authorized representative.

**G. Repair or Replacement.** Pearson shall perform its obligations under this warranty by, at its option, repairing or replacing a piling deemed defective. A defective piling will become the property of Pearson. The piling used for replacement will not extend the warranty but such replacement piling will be covered for the balance of the warranty period.

**H. Exclusion of Implied Warranties.** The foregoing warranty is intended to be in lieu of all other warranties, express or implied. **PEARSON DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.**

In some jurisdictions, Pearson is prohibited from excluding or limiting implied warranties. In those jurisdictions, Pearson expressly limits any implied warranties to the greatest extent and to the shortest duration allowed by law.

**I. Limitation of Liability. PEARSON DISCLAIMS ANY LIABILITY TO BUYER FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES,** including injuries to third parties, loss of time, loss of use, loss of revenue, travel expenses, transportation charges, food or lodging charges or loss of personal property.

In some jurisdictions, Pearson is prohibited from limiting certain types of damages. In those jurisdictions, Pearson expressly limits its liability for damages to the greatest extent allowed by law.

This warranty is the sole warranty given to buyer by Pearson. Any questions about the warranty should be directed to Pearson. Should buyer bring a claim against Pearson related to the Piling, buyer must bring it in the Courts for the Commonwealth of Massachusetts, located in Bristol County, Massachusetts. Should Buyer not be the prevailing party, Buyer must pay Pearson’s reasonable costs of defense.