



Re: Warranty for Composite Pilings Manufactured by Kickemuit Industries, LLC. dba Pearson Pilings, (“Pearson”)

- A. Basic Warranty.** Pearson warrants that each Piling (except for Excluded Items), when Properly Used and Properly Maintained (as defined herein), will be free of defects in material and workmanship including resisting insect attack, rusting or rotting for a period of ten (10) years from delivery of the Piling to you (the “Warranty Term”).
- B. Warranty for Exterior Coating.** In addition to the foregoing Warranty, Pearson warrants that the exterior coating of each Piling (the “Coating”), when the Piling is Properly Used and Properly Maintained, will not deteriorate from the fiberglass structure, except in possible wear areas from rollers or other devices used to hold structures around the Piling, for one year.
- C. Excluded Items.** Pearson gives no warranty as to:
- (i) Paints or surface coatings, except as otherwise stated in this Warranty with respect to the Coating.
 - (ii) All hardware, not supplied by Pearson, installed by you in or on the Piling, following delivery of the Piling, including, without limitation, any hardware used to connect the Pilings to the shore.
 - (iii) Fading or other discoloration of the Coating for any reason whatsoever.
- D. Proper Use.** The Warranty contained herein is expressly conditioned upon your Proper Use of the Piling. “Proper Use” or “Properly Used” means marine use as a vertical piling or as a foundation use for a structure. The placement of foreign objects on a Piling shall not be a Proper Use.
- E. Proper Maintenance.** The Warranty contained herein is expressly conditioned upon your Proper Maintenance of the Piling. “Proper Maintenance” or “Properly Maintained” requires repair of damaged areas due to cuts, scrapes, collisions with foreign objects, contact with solvents, contact with fire or hot objects, and any other intervening action outside the scope of Proper Use and Proper Maintenance which damages the Coating or otherwise weakens the coatings bond with the fiberglass structure of the Piling. Proper Maintenance does not include any practice which may damage the Piling or the Coating, and any damage caused to a Piling or Coating during any removal process shall not be covered by the Warranty set forth herein.
- F. Warranty Claims.** In order to make a claim under this Warranty, you must do the following:
- (i) Report the defect to Pearson in writing by mail or e-mail 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 requested) by Pearson or its authorized representative.

G. Repair or Replacement. Pearson's obligations under this Warranty is (at its option) to repair, replace, or refund for defective Piling. Shipping of any replacement Piling is at your expense. A replaced Piling will become the property of Pearson. The replacement of a Piling will not extend the Warranty but such replacement Piling will be covered for the balance of the Warranty period. You shall be responsible for returning any defective Piling to Pearson at its plant or such other repair facility as Pearson shall designate, as well as installing any replacement or repaired Piling, at your sole cost and expense.

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 YOU FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, including injuries to third parties, loss of time, loss of use, loss of revenue, loss of profit, 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 you by Pearson. Any questions about the Warranty should be directed to Pearson. If you do bring a claim against Pearson related to the Piling, you must bring it in the Courts for the Commonwealth of Massachusetts, located in Bristol County, Massachusetts and, if you are not the prevailing party, you must pay Pearson's reasonable costs of defense, including reasonable attorneys fees.