

GASKA TAPE INC.® LIMITED WARRANTIES

This document is subject to: GASKA TAPE INC. STANDARD TERMS AND CONDITIONS OF SALE.

Gaska Tape Inc. (“Gaska Tape”) provides the following limited warranties (“Limited Warranties”) for Gaska Tape’s products (“Products”).

Limited Warranties. Gaska Tape warrants its Products to be free from defects in material and workmanship when properly installed and properly used.

1. Warranty Period. The Limited Warranties shall exist for the period of twelve (12) months from the date of invoice to the buyer. For SA adhesives and SA coated Products, the warranty period is six (6) months from the date of invoice to the buyer.

2. Exclusions. The following are excluded from coverage under the Limited Warranties: (1) improper installation of the Product; (2) wear and tear on the Product caused by normal usage by the ultimate purchaser; (3) the effects of alteration, tampering, mishandling, neglect, abuse, misuse, weather, acts of nature, acts of God, or environmentally caused conditions that may cause deterioration of the Product; or (4) damages caused by the negligent or intentional use or misuse of the Products by the ultimate purchaser;

3. To Obtain Warranty Service. Prior authorization is required before a Product may be returned to Gaska Tape. A “Return Goods Authorization” from Gaska Tape is required for items to be accepted for evaluation by Gaska Tape. Products for warranty evaluation must be returned to Gaska Tape freight prepaid. If the quantity of Products involved in the warranty claim is sufficiently large to render delivery to Gaska Tape impractical or uneconomical, the party seeking such warranty claim shall make the Product available for any desired examination, inspection, and testing by Gaska Tape at the party’s place of business. Labor, parts and freight credit (if applicable) will be sent after the Product is tested and the warranty claim is validated. Returned Products found to be not warrantable will be charged to party seeking warranty coverage.

4. LIMITATIONS AND DISCLAIMERS. THE LIMITED WARRANTIES ARE THE ONLY WARRANTIES MADE BY GASKA TAPE. GASKA TAPE’S OBLIGATIONS PURSUANT TO THE LIMITED WARRANTIES ARE LIMITED TO THE REPAIR OR REPLACEMENT OF THE RETURNED PRODUCT DETERMINED BY GASKA TAPE TO BE DEFECTIVE. THERE ARE NO WARRANTIES OR REPRESENTATIONS BEYOND THESE EXPRESSED IN THIS DOCUMENT. THE FOREGOING LIMITED WARRANTIES, AND THE REMEDIES PROVIDED IN THIS DOCUMENT, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY GASKA TAPE. THESE LIMITED WARRANTIES CANNOT BE AMENDED BY ANY MANUFACTURER, DEALER, SALES PERSON OR AGENT. GASKA TAPE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR ANY OTHER FINANCIAL LOSS (INCLUDING WITHOUT LIMITATION LOST PROFITS AND EXPENSES INCURRED) ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR ANY OTHER THEORY, EVEN IF GASKA TAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION TO ENFORCE THESE EXPRESS OR IMPLIED WARRANTIES SHALL NOT BE COMMENCED MORE THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD DESIGNATED ABOVE. SOME STATES DO NOT ALLOW A REDUCTION IN THE STATUTE OF LIMITATIONS, SO THIS REDUCTION MAY NOT APPLY TO BUYER OR THE ULTIMATE PURCHASER. THESE LIMITED WARRANTIES GIVE BUYER OR THE ULTIMATE PURCHASER SPECIFIC LEGAL RIGHTS AND BUYER OR THE ULTIMATE PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY DEPENDING ON LOCAL LAW. SOME STATES LIMIT OR PROHIBIT LIMITATIONS OF WARRANTIES, SO THE ABOVE MAY NOT APPLY TO BUYER OR THE ULTIMATE PURCHASER. TO THE EXTENT BUYER’S OR THE ULTIMATE PURCHASER’S STATE DOES NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, ANY AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY LIMITED IN DURATION TO THE TERM OF THESE LIMITED WARRANTIES AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE PRODUCTS COVERED BY THESE LIMITED WARRANTIES.

5. Miscellaneous. Gaska Tape may make parts and/or design changes from time to time without notice and repairs or replacements may be made with new or different parts and, if Gaska Tape makes changes in the design or material of its Products, it shall have no obligation to incorporate such changes in any Product previously manufactured. At Gaska Tape's sole option, any dispute concerning these Limited Warranties may be resolved through mediation or arbitration. These Limited Warranties shall be governed by the laws of the State of Indiana, and any legal action shall be brought and maintained only in the Circuit or Superior Court of Elkhart County, Indiana. A Product will require care and maintenance attention by the ultimate purchaser. Failure to follow all installation, care and maintenance manuals and instructions supplied with the Product will result in these Limited Warranties being voided.

6. Replacement. The obligation of Gaska Tape Inc. to replace any Product under these Limited Warranties is expressly conditioned upon the following:

- The Product has neither been misused nor used in any unapproved manner or application.
- The Product was properly installed and used according to all instruction given by Gaska Tape Inc.
- Prior to its installation and use, the Product was properly stored under the temperature and humidity conditions recommended by Gaska Tape Inc.
- The failure of the Product due to covered defect occurred and was discovered during the warranty period; and, not later than thirty (30) days after such discovery, the purchaser (a) notifies Gaska Tape Inc. of the failure and defect and (b) upon request, delivers the Product at issue to Gaska Tape Inc., freight prepaid, for examination, inspection, and testing to verify applicability of warranty coverage.