

SAFAS CORPORATION LIMITED WARRANTY

Granicoat® (or Ultra Granicoat, FR Granicoat) sprayable solid surface material is an elegant, durable and easy to maintain alternative to traditional polyester based gel coat for the manufacturing of fiberglass reinforced products including swimming pools.

Granicoat's surface produces a harder surface than gel coat, therefore, it is more resistant to scratches and if sprayed thick enough, (30 mils or more) scratches and surface affected by normal wear and tear can be easily renewed by simply re-sanding and re-polishing. By the nature of the design and Granicoat's consistency, defective surface of parts can be repaired by experienced technicians for a much less noticeable or detectable repair than conventional gel coats.

Granicoat® is made of ISO NPG polyester resin, which is resistant to most chemicals at standard concentrations used for the clean-up or for purifying the water in swimming pools. Regardless of the superior quality and consistency of Granicoat®, fabricators using Granicoat must realize that it is just a surfacing material and the quality of the finished product is dependent on the structural integrity of the product more than the surface. It is known to people in this field that if the structure of a product fails, the surface would fail also.

Safas is not in control of how a fabricator uses Granicoat®. Factors that may affect the finished product are:

1. The type and level of catalyst used;
2. The ambient temperature in the shop when Granicoat® is sprayed and is curing;
3. Heat generated from the laminate or backing material

If all the elements of manufacturing a product from Granicoat® are right and made according to arts known and used by experts in the field, and Granicoat is free of manufacturing defects and consistent in physical property and within expected thixotropic, color and viscosity. Safas warrants the performance of the Ultra Granicoat ® product to our customer for five years.

Customer understands that the Granicoat® surface must be fully cured in order for the quality of the raw materials and appropriated additives used in Granicoat® are to work to increase the resistance of the coating material against UV, oxidization or chemicals.

If our product fails to meet this warranty, your remedy is limited to our replacing the non-conforming Granicoat if notice of such non-conformity is given to us within (3) months of your discovery of the non-conformance. Safas may in its discretion refund the price received by it in lieu of replacing the material. No customer, distributor, or representative of Safas is authorized to change or modify the published specifications of this warranty in any way. No one is authorized to make oral warranties on behalf of Safas. In order to obtain replacement or refund you must provide written notice containing full details of the non-conformity. Safas reserves the right to inspect the non-conforming material prior to replacement.

As a condition of sale of Granicoat to you (the Fabricator or Customer) you agree to indemnify and hold Safas harmless against any claims from your customers, including but not limited to your distributors, wholesalers, agents or end users. Accepting the material for use and by paying for the Safas product, either directly to Safas or through distribution, you have accepted all conditions set forth as part of this Purchase and use agreement.

Any dispute, claim or controversy arising out of or relating to your purchase, use or distribution of any product from Safas or the terms of this warranty, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clifton, New Jersey before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. If for any reason JAMS is unable or unwilling to administer the arbitration (or if otherwise mutually agreed by the parties), the proceedings shall be governed by the CPR Non-Administered Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Should for any reason the obligation to arbitrate provided by this Agreement be held invalid, both parties hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and costs incurred in connection with such proceedings. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs as well as any fees and costs incurred in successfully defending against any challenge or appeal relating to such award. Either party may seek judicial review of an arbitrator's award in the United States District Court for the District of New Jersey and, in addition to any other basis for vacating the award provided by applicable statute or common law, the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial mistake as to either the law or the facts affecting the ultimate outcome of the dispute.

The remedies set forth herein are exclusive. The total liability of Safas with respect to the products furnished hereunder, or with respect to the manufacture, sale, delivery, repair, or technical direction related to its products (whether such liability is based on contract, warranty, negligence, strict liability, indemnity or otherwise) shall not exceed the purchase price of the goods. Safas shall in no event be liable to you or any of your customers for any consequential, incidental, indirect, special, or punitive damages arising out of your use of the Safas product or arising out of any defect in, or failure or malfunction of the product, whether such damages are based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, loss of use of related goods or operations, and/or cost of purchase of replacement goods, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise.

Except as expressly set forth above, Safas makes NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW OR FROM ANY COURSE OF DEALING OR TRADE USAGE OR OTHERWISE IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL EXIST in connection with sale, resale or use of any of Safas' products. You and your customers assume all risk whatsoever as to the result of the use of the materials purchased, whether used singly or in combination with other substances.