



Limited Warranty

Foundation Supportworks, Inc. ("FSI") warrants to the authorized FSI dealer who is the original owner-user ("Owner") of its Push Pier, Helical Pier, Wall Anchor and SmartJack systems (individually or any combination thereof, the "Product") that such Product sold by FSI will, under normal use and service, be free from defects in material and workmanship for a period of twenty-five (25) years starting from the first occurring of either: (i) the date of the Product's installation by owner; or (ii) one (1) year from the date the Owner received the Product from FSI.

The Owner may be required to return the Product in order to establish a claim. In this case, FSI will inspect the Product and make a final determination as to whether the Product is covered under this Limited Warranty. When a warranty claim is allowed, FSI's responsibility is limited, at FSI's sole discretion, to repairing or replacing the defective Product. **Unauthorized repairs will void this Limited Warranty.** In no event shall FSI's liability to Owner exceed the price paid by Owner for the Product claimed to be defective.

This Limited Warranty shall be void and of no effect in the event that: (i) the Product was not installed, used, applied, maintained and/or operated in compliance with FSI's written documentation; (ii) the Product has been subjected to misuse, negligence, accident, abuse and the like; (iii) unauthorized modifications are made to the Product; or (iv) damages occur to the Product that are caused by an act of God.

THIS LIMITED WARRANTY IS MADE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, AND OF ALL OTHER OBLIGATIONS ON THE PART OF FSI TO THE OWNER. THERE ARE NO WARRANTIES, VERBAL OR WRITTEN, WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESS OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FSI BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.

Installation, operation or use of the Product for which this Limited Warranty is issued shall constitute acceptance of the terms of this Limited Warranty.