

This Is Your Limited Warranty

**Earth
Science
Products**

**For the Stabilization
of the Soil**

**Beneath Your Home
With**

CONDOR SS

Please keep this document in a safe place.

EARTH SCIENCE PRODUCTS CORP

LIMITED WARRANTY – PRODUCT

Understanding This Warranty: This 10 year limited warranty is a direct manufacturer's warranty of the soil stabilizer CONDOR SS, manufactured by Earth Science Products Corp (ESP). Though ESP does not perform this work, your Applicator has taken the special steps required to make this warranty valid. This 10 year limited warranty applies when our Product is applied by a qualified, manufacturer-approved Applicator according to the specific methods outlined in the warranty, and all testing and documentation have been completed.

Definitions

The term **“Treated Area”** shall refer to the area of land or soil mass specifically described in the soils report and/or contract between Owner and Applicator.

The term **“Product”** shall refer to Condor SS, a soil stabilizer, manufactured by ESP.

The term **“Condor SS Specifications”** shall refer to the soil stabilization specifications applicable to the Product as published by the Manufacturer at the time of first application of the Product under the Contract.

The term **“Project Specifications”** shall refer to the particular requirements relating to issues including soil swell and areas of coverage for the electrochemical soil stabilization treatment, that are ascertained and prepared by a geotechnical engineer, or other qualified professional retained by Owner/Contractor. The terms, provisions and directives contained in the project specifications are incorporated herein by reference.

The term **“Contract”** shall refer to the agreement to provide electrochemical soil stabilization services between Owner/Contractor and Applicator.

The term **“StabilEarth”** shall refer to the Distributor or in certain circumstances applicator of the Product.

The term **“ESP”** or **“Manufacturer”** shall refer to Earth Science products Corporation, an Oregon corporation, that is the manufacturer of the Product, Condor SS.

The term **“Owner/Contractor”** shall refer to the person or entity that owns or is the licensed contractor who has contracted for the application of the Product to the Treated Area.

Limited Warranty

The sub grade area treated with CONDOR SS, when properly prepared and maintained according to specifications set out in the contract between Owner and Applicator and pursuant to the specifications and limitations set out in this document, is warranted for 10 years from date of completion/acceptance, against damages that are attributable solely to expansion of the treated sub grade beyond the swell tolerance level of the Condor SS Specifications or, if applicable, the Project Specifications.

If ESP, after inspection and testing, (including but not limited to testing of the swell potential of the soil and/or elevation testing by a geotechnical engineer, or other qualified professional), Manufacturer determines that any cracks in the building foundation, or damages to walls, ceilings, doors, doorframes or flooring are (1) beyond the accepted swell tolerance levels allowed by the Project Specifications, if applicable, or the CONDOR SS Specifications if Project Specifications do not exist, and (2) are due solely to expansion of the treated sub grade, the sole and exclusive remedy provided by ESP will be repair or reapplication of the Product, as ESP deems necessary, at its expense. ESP’s maximum liability hereunder shall be the cost of repair of any damages to the foundation or the structure, but in no event shall such liability be in excess of an amount equal to the original price paid by the Owner/Contractor for the sub grade treatment with the Product.

If ESP’s investigation or test results indicate that the Product performed within the swell tolerance levels of the CONDOR SS Specifications, or the Project Specifications if such exist, or that Owner/Contractor failed to follow the procedures and precautions specified in the section below entitled “Responsibilities of Owner/Contractor”, ESP shall have no liability for such damage and at the option of ESP, the Owner/Contractor shall reimburse ESP for the costs of any testing undertaken by ESP with respect to a claim under this Warranty by Owner/Contractor, and ESP shall have no liability or further obligation with regard to any such claim.

Exclusive Remedies

Owner/Contractor’s exclusive remedy under this Warranty shall, at the sole and exclusive discretion of ESP, be: (1) ESP shall provide the necessary Product or other chemicals to resolve the problem or issue, with such Product or other chemicals to be applied by an applicator acceptable to ESP and Owner/Contractor; or (2) ESP shall refund to

Owner/Contractor a sum equal to the original price paid by the Owner/Contractor for the sub grade treatment with the Product. Unless agreed to in advance by ESP, in writing, any additional applicator costs shall be the responsibility of Owner/Contractor.

General Provisions and Limitations

Responsibilities of Owner/Contractor

In order to maintain the effectiveness of this Warranty, Owner/Contractor shall:

1. Maintain pre-determined moisture levels, as described in writing from the Contractor, within the Treated Area until the treated sub grade is covered with concrete or capped to prevent moisture loss, and shall maintain such moisture level within the Treated Area after any structure is built.
2. Not allow utility ditch walls within the Treated Area to deviate from such pre-determined moisture level.
3. Not allow the ponding of water and shall remove all ponded water from the Treated Area and areas adjacent to the treated area including all utility ditches.
4. Not allow placement of expansive or untreated soil or debris on the area of treated sub grade following treatment.
5. Immediately repair any water leak including water, sewer, sprinkler lines or sprinkler heads in or adjacent to the Treated Area.
6. Design any guttering system to properly accommodate roof runoff, and direct rain water away from the Treated Area.
7. Design any sprinkler systems to operate to prevent excessive water from being applied to the Treated Area.
8. Ensure that landscape beds adjacent to or near the Treated Area or structure are elevated to allow drainage away from the structure and the Treated Area.
9. Ensure that there are no recessed areas adjacent to the Treated Area and structure.
10. Ensure that trees and deep rooted shrubs are located no closer to the foundation line than one half their ultimate heights.
11. Provide full copies of pre-stabilization soil test reports (if applicable or available) to ESP, a copy of which must be attached to this warranty.
12. Obtain Applicator's signature and date the bottom of the form "Manufacturer's Recommended Procedure" and return to ESP, a copy of which must be attached to this warranty.
13. Obtain from Applicator a signed and dated "Post Application Report", noting any and all deviations, problems or special circumstances encountered during the application, a copy of which must be attached to this warranty.

CLAIMS

All claims must be made in writing to ESP within 30 days of the discovery of a problem and authorization must be obtained from ESP prior to beginning any repair or replacement work. Claims must be presented by registered or certified mail to Earth Science Products Corp, 23735 NE Airport Rd, Aurora Oregon, 97002, or at such other address as ESP shall publish from time to time. After receiving notice of the alleged damage, ESP and/or its designated agent will investigate the claim. ESP must be given a reasonable opportunity to inspect, test and verify the claim. Your Applicator is responsible for any initial remedy or repair which Owner/Contractor requests of such Applicator. Under no circumstances will the total compensation under this limited warranty exceed an amount equal to the original price paid by the Owner/Contractor for the sub grade treatment with the Product.

Exclusions From Coverage

This warranty applies only to damage caused by the expansion of treated soils beyond the swell tolerance levels specified for the Product. ESP shall not be responsible for any damages not solely attributable to expansion of the treated sub grade soil. ESP shall not be liable for any damages related to errors or insufficiency of the Project Specifications, if such exist. ESP shall have no liability for defects or damage not specifically provided for by this limited warranty, and Owner agrees that such limitation is not unconscionable.

Ownership

To the extent allowed by applicable law, the Limited Warranty is only made to You, the first Owner/Contractor. The warranties provided hereunder to the Owner/Contractor may be assigned to a subsequent owner upon the payment to ESP of a transfer fee in the amount established by ESP from time to time. To apply for an assignment of this Warranty, the new owner must contact the applicator, whose name is on the Warranty Certificate, within thirty (30) days of purchasing the home and request a transfer of the Warranty. This Limited Warranty protects only the original Owner/Contractor, or any subsequent owner to whom the Limited Warranty has been validly assigned under the Manufacturer's procedures.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES

THE LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF ESP AND/OR STABILEARTH WITH RESPECT TO THE JOB AND PRODUCTS COVERED BY THE WARRANTY. ESP AND STABILEARTH SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF ESP AND/OR STABILEARTH EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON ESP AND/OR STABILEARTH. THE FOREGOING LIMITATION NOTWITHSTANDING, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND YOU SHOULD CONFIRM WHETHER THE ABOVE LIMITATION APPLIES TO YOU.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, ESP MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT BE APPLICABLE TO SALES SUBJECT TO THE MAGNUSON-MOSS WARRANTY ACT, IN WHICH CASE

THE DURATION OF ANY IMPLIED WARRANTY SHALL BE THE DURATION OF THE LIMITED WARRANTY OR SUCH SHORTER DURATION AS PROVIDED UNDER APPLICABLE STATE LAW. THE FOREGOING LIMITATION NOTWITHSTANDING, SOME STATES DO NOT ALLOW A LIMITATION ON THE LENGTH OF A WARRANTY, AND YOU SHOULD CONFIRM WHETHER THE ABOVE LIMITATION APPLIES TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

IMPORTANT: This section must be filled out completely for this warranty to be valid.

General Contractor _____
(name) *(address)*

Geotechnical Engineer / Qualified Professional

(name) *(address)*

Applicator _____
(name) *(address)*

Physical Address of Property _____

Legal Description (location) of Property _____

Date of Completion/Acceptance _____

by _____
(geotechnical engineer or professional responsible for Project Specifications)