



### **LIMITED WARRANTY**

This pile wrapping warranty covers both materials and labor as outlined herein. Items not explicitly listed within this paragraph are excluded from coverage. If at any time during the first year your pile wraps fail to stay in place, crack; the joint fails to stay in place; we will repair and or replace them at no cost to you or any other purchaser of the property.

### **PERIOD OF COVERAGE**

This warranty covers both materials and labor for one year. The period of coverage is effective from the date of completion of the pile wrapping installation. It is the responsibility of you, the holder of this warranty, to obtain from Eastern Marine Services an Installation Completion certificate on the day the installation is completed and not more than 15 days after the completion of the installation. Any failure to obtain said certificate within this time period effectively begins the warranty on the date the contract was signed.

### **WHAT WE WILL DO TO CORRECT PROBLEMS AND WHAT IS NOT COVERED**

When notified in writing of a problem within the coverage period, we will repair and/or replace the problem at no additional cost to the client except that any materials required beyond identical replacement as requested by the client shall be provided at the owner's expense; and any difference increase in the cost of said replacement materials over the original price paid shall be paid by the client. This warranty does not cover failure or damage due to any act of God such as but not limited to damage or destruction by Tornado, Hurricane or Flood; nor does it cover any intentional or unintentional damage or destruction due to fire, poor docking procedures or other damage caused by human error or intent; nor does it cover any damage or destruction due to an act of terror; nor damage or destruction stemming from any criminal action by any person or entity. It also does not cover any area of material impacted by the roller systems standard to most floating docks and piers.

### **HOW YOU CAN GET SERVICE**

To obtain coverage under this warranty, written notice of a problem must be sent or otherwise delivered to Eastern Marine Services Inc. at the then current corporate address of the company. At the time of writing, the corporate address is: Eastern Marine Services Inc., 1923 Old Eastern Ave, Baltimore, MD 21221.

### **WHAT YOU MUST DO TO KEEP THIS WARRANTY IN EFFECT**

The holder of this warranty must take general care of the piles and wraps to include but not be limited to: the use of ice control bubbling systems around any wrapped structures, use of standard practice docking procedures when docking directly to wrapped piles or docks and piers in which wrapped piles are incorporated; use of standard marine bumper systems which assist in controlling the docking any marine vessel including but not limited to boats, jet skis and other watercraft.

### **HOW STATE LAW RELATES TO THE WARRANTY**

The laws relating to the providing of Warranties per the Annotated Code of Maryland shall apply to this warranty so long as this warranty stays in effect. Any finding which voids any provision of this warranty does not void the warranty in its entirety and any remaining provision shall remain in full effect and force.