

## HELIX MICRO REBAR LIMITED WARRANTY

### Introduction

Polytorx (d.b.a) Helix Steel offers the enclosed warranty to accompany its Helix Micro-Rebar products in proof of its conviction that our product is equal or superior to the specified product (or meets the applicable performance requirements). The product must be designed and installed in accordance (Uniform ES Report 279). **DESIGNS MUST BE APPROVED BY POLYTORX TO ACTIVATE THIS WARRANTY.**

Submit designs to: [engineering.support@helixsteel.com](mailto:engineering.support@helixsteel.com). Include "Warranty" in the subject line.

### Terms and Conditions

A. Subject to the restrictions contained in this provision, Polytorx shall provide a limited warranty of the tensile strength of the product in concrete (i) any Polytorx design or (ii) any design submitted by the customer or engineer of record, if and only if such customer submitted design is (x) reviewed and approved by Polytorx prior to installation of the product and (y) otherwise in compliance with Uniform ES (UES) Report Number 279 and "ER 279 Installation Instructions". The direct tensile strength is measured in accordance UES Evaluation Criteria 015 section 6.1.9.2 for UES ER 279 class A&B design and section 6.1.9.5 for UES ER 279 class C&Cs in terms of the force per Helix (UES Evaluation Criteria 015 6.1.9.6).

B. In the event of a valid claim by customer under the warranty provided in Section A of this provision, if such a claim arises within a year of the purchase date, and if the customer gave notice of the claim within five (5) days of days after discovery, Polytorx shall provide to the customer repair of warrantied concrete in accordance with ACI 244.1 "Causes, Evaluation, and Repair of Cracks in Concrete Structures" Sections 2 and 3 of value to be limited to the original purchase. The remedy will be applicable to that portion or quantity of the product failing to meet the specifications set forth in this **Limited Warranty**.

C. The warranty being provided in Section A of this provision is contingent on all of the following being met: (1) customer shall have notified Seller within five (5) days of discovery of any claim under the warranty; 2) Purchaser shall have provided Polytorx with reasonable access to the installation of the product, quality assurance records and/or samples of the product in each case, sufficient to allow Polytorx to confirm compliance Section A (y), test the product and its installation; 3) customer shall submit three tensile test results in accordance with Section A from an IAS accredited laboratory with experience with UES EC-015; 4) Polytorx's test of the product and its installation, or investigation into the circumstances surrounding such installation, does not disclose: (a) any cause of malfunction due to customer's or any third person's wrong application, misuse, neglect, improper installation, incorrect testing or unauthorized attempt to repair the product; (b) any damage caused by improper handling, shipment or storage; any failure of customer to assign competent/trained personnel to install, test or operate the product; or, (c) any accident, fire, flood, weather condition, electric power surge/loss or any other occurrence beyond Polytorx's reasonable control.

D. All disputes arising from this sale, which are not settled informally, shall be subject to arbitration under the American Arbitration Association's Construction Arbitration Rules. Venue shall be decided by those rules. A single arbitrator shall hear the dispute. The arbitrator will be assigned according to the AAA Construction rules. The panel from which the arbitrator is to be chosen shall consist entirely of experienced arbitrators who are 1) registered professional engineers, 2) with civil or structural engineering education and training, 3) with a minimum of 10 years experience in concrete design, construction or manufacture.

**E. THE LIMITED WARRANTY PROVIDED IN SECTION A OF THIS PROVISION, IF APPLICABLE, IS THE ONLY WARRANTY PROVIDED BY POLYTORX IN RESPECT OF THE PRODUCT. POLYTORX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL POLYTORX BE LIABLE FOR ANY CLAIMS OF LOSS OF PROFIT, LOSS OF BUSINESS, OR ANY OTHER INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM CUSTOMER'S USE OF THE PRODUCT.**