

Hydro Dam 5 Year Limited Warranty

1. What this warranty covers

Hydro Dam, LLC ("Hydro Dam") provides this limited warranty to the original purchaser of the product. Hydro Dam guarantees that the product sold:

- (a) meets Hydro Dam's published specifications, and
- (b) is free from defects in materials, workmanship, and installation when the installation is performed by Hydro Dam.

This warranty is valid for five (5) years from the date the product is delivered and installed.

If, during that period, the purchaser discovers that the product does not meet specifications or has a defect in materials, workmanship, or installation, written notice must be given to Hydro Dam no later than 30 days after the warranty period ends. The notice should include details of the issue, the conditions under which it occurred, and, if applicable, a sample showing the defect so that Hydro Dam can evaluate it.

If the product is found to be defective under these terms, Hydro Dam will, at its expense, replace the defective items once they have been returned (shipping prepaid) to our facility in St. Petersburg, Florida. Because each custom order is built to specification, those items are non returnable. All sales of custom barriers or components, including Hydro Dam aluminum planks, are final.

2. What this warranty does not cover

This warranty does not apply in the following situations:

- Products not manufactured by Hydro Dam,
- Damage resulting from improper installation conditions,
- Use of the product in ways other than intended,
- Damage caused by disasters such as fire, flood conditions beyond design limits, or loading beyond design specifications,
- Damage from unauthorized attachments or modifications,
- Damage occurring during shipping, storage, mishandling, or abuse,
- Damage due to failure to deploy barriers before a flood event,
- Damage caused by water overtopping the barrier height,
- Damage resulting from deployment errors by someone other than Hydro Dam's installation team,
- Damage caused by user error during deployment or removal.

Hydro Dam products are carefully manufactured and inspected before leaving our facility. Damage that happens during customer handling or deployment can be avoided by following installation and usage instructions closely. Custom products are non returnable. All sales of custom barriers or parts, including Hydro Dam aluminum planks, are final.

3. Warranty of title

Hydro Dam also warrants that it holds clear title to the products it sells and that they will be shipped directly from Hydro Dam's facility free of liens or encumbrances.

4. Other warranties disclaimed

The warranties stated above replace any other express or implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

5. Limitation of remedies

Hydro Dam will not be responsible for any special, incidental, or consequential damages. This includes, but is not limited to, lost profits, lost revenue or savings, loss of use of the product or related equipment, cost of replacement equipment or services, downtime, third party claims, or property damage. This limitation does not apply to claims for personal injury or breach of warranty of title. Some states do not allow certain warranty or remedy limitations, so these restrictions may not apply in all situations.

6. Time limit for claims

Any claim for breach of this warranty must be filed within five (5) years and thirty (30) days from the date the product was delivered.

7. Complete agreement

Unless modified in a written agreement signed by both parties, this warranty is the full and exclusive agreement between Hydro Dam and the purchaser. It replaces any previous oral or written agreements or promises regarding the product. No employee or representative of Hydro Dam is authorized to offer any additional warranty beyond what is stated here.

8. Risk allocation

This warranty represents how Hydro Dam and the purchaser agree to share the risks of product failure. That agreement is reflected in the price of the product. By purchasing, the buyer acknowledges that they have read, understood, and accepted these terms.

Hydro Dam, LLC

Telephone: (727)613-1415

Address: 6140 Ulmerton, Rd., Clearwater, FL, 33760