ISCO Industries, Inc.



100 Witherspoon Street 2West Louisville, KY 40202 P: 800-345-4726 W: isco-pipe.com

DATE: COMPANY: ADDRESS:	KIS
ATTN:	
RE: PROJECT	KIRCHDORFER IRRIGATION SYSTEM
	e following twenty-five (25) year HDPE pipe limited warran- and exclusively for products (as defined below) supplied by ove-referenced project ("Project").
ISCO warrants that for a period of twenty-five years	from the date of shipment ISCO will replace any section of

ISCO warrants that, for a period of twenty-five years from the date of shipment, ISCO will replace any section of HDPE pipe, fitting, and/or valve product (individually, the "Product" and collectively, the "Products") provided by ISCO and installed by Buyer for the Project that is defective in materials or workmanship, provided that Buyer, upon discovery of a defect, promptly notifies ISCO of the defect and, as instructed by ISCO at such time, either returns the Product to ISCO or its designee for inspection or allows ISCO or its designee to inspect the Product at the place of installation. Following such inspection, if ISCO determines the Product failed as a direct result of a manufacturing defect, ISCO will provide new Product of the same specification and same quality as the defective Product and ISCO will bear the expense of freight to deliver the replacement Product to the jobsite. ISCO does not warrant the installation of any Product. Any defects introduced after the shipment of Product by ISCO, whether due to handling, installation or other cause, are not covered by this warranty. This warranty does not cover labor or other cost of installing Products. Buyer's sole remedy for any defective Product shall be to receive a replacement Product as provided in this limited warranty.

OTHER THAN THE ABOVE LIMITED WARRANTY, ISCO MAKES NO WARRANTY AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ISCO'S LIABILITY ARISING OUT OF OR RELATED TO THE PROJECT OR ANY PRODUCT OR SERVICE SUPPLIED BY ISCO FOR THE PROJECT (WHETHER SUCH LIABILITY IS ALLEGED AS A BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, NEGLIGENCE, INDEMNIFICATION, PRODUCT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT PLUS APPLICABLE FREIGHT COSTS ACTUALLY PAID BY ISCO. ISCO WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER LOSS EVEN IF ISCO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

The terms of this letter will supersede any contrary or inconsistent terms in any other document between ISCO and Buyer related to the Project.

If you have any questions or require anything additional information, please feel free to contact me.

Best regards,

James J. Kirchdorfer, Jr. Chief Executive Officer