



Hacker Industries, Inc.

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FULL STATEMENT WARRANTY

HACKER warrants that FIRM-FILL Gypsum Concretes sold hereunder shall be specially compounded products consisting primarily of gypsum and cement and shall conform to the specifications therefore. LICENSEE shall test the FIRM-FILL Gypsum Concretes upon arrival at destination by taking at least one (1) sample from each rail car and/or truck, and subjecting each such sample to tests as prescribed by HACKER from time to time. In the event that any FIRM-FILL Gypsum Concretes fails to meet the requirements of this Agreement, LICENSEE shall give immediate notice to HACKER. LICENSEE agrees to test such sample for conformance to specifications supplied by HACKER from time to time, and to notify HACKER within ten (10) days of delivery at destination of any failure of the shipment to meet the specifications then in force. Failure to so test or to notify shall constitute a material breach of this Agreement; and LICENSEE's failure to notify HACKER of any such failure within ten (10) business days of the delivery of any such FIRM-FILL Gypsum Concretes, or LICENSEE's failure to test such sample, shall require the LICENSEE to immediately cease to use the FIRM-FILL Gypsum Concretes trademarks in connection with the application of said FIRM-FILL Gypsum Concretes. LICENSEE's sole and exclusive remedy for any of FIRM-FILL Gypsum Concretes not meeting the requirements of this Agreement, shall be, at HACKER's option, either (a) a refund of the purchase price thereof or, (b) prompt and timely delivery of an equal quantity of FIRM-FILL Gypsum Concretes to replace the rejected FIRM-FILL Gypsum Concretes. In no event shall HACKER be liable for any special or consequential damages resulting from the failure of FIRM-FILL Gypsum Concretes to meet the requirements of this Agreement, and in no event shall HACKER be liable for refund or replacement of FIRM-FILL Gypsum Concretes for which no notice of a failure of FIRM-FILL Gypsum Concretes to meet specifications was made.

HACKER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY GOODS WHICH HACKER SHALL SUPPLY. HACKER SHALL NOT BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY SUSTAINED, OR BY ANY LOSS CAUSED BY THE APPLICATION OF THESE PRODUCTS. HACKER EXPRESSLY LIMITS ITS LIABILITY TO REPLACEMENT OF DEFECTIVE BAGGED PRODUCT. HACKER SHALL BE IN NO WAY RESPONSIBLE FOR IMPROPER USE AND/OR SERVICE, AND THE LICENSEE HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS.

