



*World Leaders in Oil Spill Control Technology . . . Since 1960*

18 Beach Street • Seymour, CT 06483 • Ph. (203) 888-7700 • Fax (203) 888-7720  
[info@slickbar.com](mailto:info@slickbar.com) • [www.slickbar.com](http://www.slickbar.com)

**FLOATING BAFFLE WARRANTY**  
**Mk E, Mk 7 & Mk 10 Styles**

Subject to the provisions hereinafter set forth, Slickbar Products Corporation warrants their Floating Baffles which adhere to the tenets set forth in their published "Design Philosophy and Specifications" and which incorporate Seaman XR-5<sup>®</sup> style 6730 black fabric in an application acceptable to and warranted by Seaman Corporation. The baffle is warranted to be free from material defects in all non-wearing components and workmanship which would affect performance. The obligation of Slickbar Products Corporation under this warranty is limited to, at its option, allowance for credit, repair or replacement, to the extent and for the time periods stated below, of any material which may prove defective within the warranty period under normal use and service as described herein. It is the users responsibility to periodically inspect all elements of the mooring and tensioning subsystems (i.e. the items subject to normal wear and tear) and repair or replace them prior to their becoming unserviceable.

Should defects as aforesaid occur within a period following the date of delivery to the customer of, in the case of Floating Baffles, ten years, Slickbar Products Corporation will assume the below-listed respective percentage of the repair or replacement cost thereof, based upon the original sales price to the customer, provided the customer must pay the remaining portion of such cost.

**PERCENTAGE OF SLICKBAR PRODUCTS CORPORATION LIABILITY**

<u>Defect Occurring in</u>	<u>6730 XR-5<sup>®</sup></u>
1st Year	100%
2nd year	80%
3rd Year	64%
4th year	51%
5th Year	41%
6th Year	33%
7th year	26%
8th Year	20%
9th Year	14%
10th Year	8%

The foregoing warranty shall be void and of no effect whatever in the event the baffle shall have been exposed to harmful chemicals, abused by machinery, equipment or any persons, shall have been exposed to excessive pressure, heat sources, or flow velocities, damaged as a result of abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods, or any use not specifically identified in Seaman Corporation's "Membrane Application and Utilization Warranty Form" and/or Slickbar Products Corporation's "Design Philosophy" and "Specifications". As a condition to the effectiveness and operation of this warranty, the customer shall complete, sign and furnish to Slickbar Products Corporation prior to delivery of the baffle, Seaman Corporation's "Membrane Application and Utilization Warranty Form" identifying the application and use for which the baffle is to be exposed. Provided such fabric application, use and exposures do not adversely

affect application of the foregoing warranty, Seaman Corporation and Slickbar Products Corporation shall sign and return to the customer said warranties after delivery of the baffle.

EXCLUSION OF OTHER WARRANTIES: EXCEPT FOR THE ABOVE EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO THE FLOATING BAFFLE COVERED HEREBY. Corrections of nonconformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Slickbar Products Corporation to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such fabric. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR ANY PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.

"All purchase orders for Slickbar Products Corporation Floating Baffles will be deemed submitted subject to and in accordance with the Slickbar Products Corporation Standard Terms and Conditions of Sale, which are available upon request. No warranties, representations or agreements other than as contained or referred to in the Slickbar Products Corporation Standard Terms and Conditions of Sale shall be deemed made hereby, or otherwise."

LIABILITY LIMITATION Slickbar Products Corporation shall not be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the baffle covered hereby, its design, use, any inability to use the same or any delay in delivery of the same, it being understood and agreed that the sole and exclusive remedy shall be the refund of the purchase price of the Floating Baffle, or part thereof which is defective, upon its return to Slickbar Products Corporation.

The Floating Baffle manufactured under Sales Order #\_\_\_\_\_ is recommended for the application on the attached Seaman Corporation "Membrane Application and Utilization Warranty Form".

APPLICATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Peter Ziehl  
President  
Slickbar Products Corporation

\_\_\_\_\_  
Stephen J. Reilly  
Vice-President of Sales & Marketing  
Slickbar Products Corporation

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE