



CARTA N°024/2023

REF: Mejoramiento estabilización talud calle Beauchef, entre Av. Prat y Puente Contra, Comuna Río Bueno. Licitación ID: 3833-17-LR23

MAT: Calidad Materiales

INCL: Certificado Manto PYRAMAT\_25

Río Bueno, 03 de julio de 2023.

De: Héctor Jeremías Rivera Muñoz, Profesional Residente Mejoramiento Talud Río Bueno

A: Rodi Álvarez Muñoz – Inspector Técnico de obras, DOM - Ilustre Municipalidad de Río Bueno

Estimado Inspector Técnico de Obras:

Junto con saludar y en virtud del contrato “Mejoramiento estabilización talud calle Beauchef, entre Av. Prat y Puente Contra, Comuna Río Bueno”, Hacemos entrega a usted de certificados del Manto PYRAMAT-25 a utilizar en la obra, con el fin de dar cumplimientos a las exigencias sobre la calidad de los materiales del contrato.

Sin otro particular y quedando atento a su respuesta, se despide atentamente.

  
  
Héctor Jeremías Rivera Muñoz  
Profesional Residente  
INGENIERÍA VERDE SPA  
77.695.724-0

cc. archivo

**PROPEX OPERATING COMPANY, LLC  
25 (TWENTY-FIVE) YEAR  
PRO-RATED LIMITED PRODUCT WARRANTY  
FOR PYRAMAT® 25 TURF REINFORCEMENT MAT**

**PROJECT NAME:** OBRA MEJORAMIENTO ESTABILIZACIÓN TALUD  
CALLE BEAUCHEF ENTRE AV. PRAT Y PUENTE  
CONTRA, RÍO BUENO, XIV REGIÓN DE LOS RÍOS,  
CHILE.  
**PROJECT LOCATION:** RÍO BUENO, XIV REGIÓN DE LOS RÍOS, CHILE.  
**CUSTOMER:** INGENIERÍA VERDE SPA.

Subject to the terms and conditions set forth below, Propex Operating Company, LLC (“Propex”) warrants to INGENIERÍA VERDE SPA, (“CUSTOMER”) that the PYRAMAT® 25 (“Product”) sold to CUSTOMER for installation at the above referenced Project is free from manufacturing defects in material and workmanship for a period of Twenty-Five (25) years from the date of shipment and that the Product; when properly installed and maintained, will not suffer significant deterioration due to typical atmospheric conditions and normal weather aging during the life of this warranty. This Warranty does not mean that index properties of the Product will not change over the term of the Warranty: there may be a degradation of the index properties of the Product without affecting the design life of the Product.

This warranty does not cover any damage to the Product, or defects in the Product found to have been a result of misuse, abuse or conditions existing after manufacture including, but not limited to, rough handling; malicious mischief; vandalism; sabotage; fire; acts of God; acts of the public enemy; acts of war or public rebellion; severe weather conditions of all types; improper installation; excessive stress from any source; improper handling during transportation, unloading, storage or installation; floating debris; damage due to machinery; foreign objects or animals. This Warranty is applicable only when the Product is used for the purposes and in the manner recommended by Propex.

This warranty is subject to the following conditions:

The Product shall have been transported, unloaded, stored and installed in accordance with Propex's recommended procedures and in such a manner as to not cause damage to the Product;

The Product shall have been installed on compacted soil free of sharp protrusions and staple pattern, seedbed preparation, and seed application must be in strict accordance with Propex’s published and/or written recommendations; and

Due to various uncontrollable environmental factors that may affect seed germination, Propex does not warrant the germination of seed used with the subject material, either pre-applied or incorporated by the hydro-seeding process.

Failure to comply with these conditions in all respects will void this warranty.

In the event circumstances are found to exist which CUSTOMER believes may give rise to a claim under this warranty, the following procedure shall be followed:

- a. CUSTOMER shall give Propex written notice of the facts and circumstances of said claim within 10 days of becoming aware of said facts and circumstances. Said notice shall be by registered or certified mail, return receipt requested, postage prepaid, addressed to Vice-President, Propex, Infrastructure Solutions, 4019 Industry Drive, Chattanooga, TN 37416. The words "WARRANTY CLAIM" shall be clearly marked on the face of the envelope in the lower right hand corner. Said notice shall contain, at a minimum, the name and address of the owner, the name and address of the installation, the name and address of the installer, the date upon which the material was purchased and the facts known to CUSTOMER upon which the claim is based. Failure to strictly comply with all the requirements of this paragraph shall void this warranty.
- b. Within twenty days after receipt of the notice described above, Propex shall notify CUSTOMER either that it will send a representative to inspect the allegedly defective Product or that it does not wish to do so. If Propex elects to inspect the Product, the inspection will be done within a reasonable time after Propex notifies Customer of Propex intent to inspect.
- c. CUSTOMER shall pay the expenses incurred by Propex in making the inspection, including current per diem rates for personnel involved in making the inspection, in the event Propex determines that the claim is not covered by this warranty.
- d. CUSTOMER SHALL NOT REPAIR, REPLACE, REMOVE, OR DISTURB THE PRODUCT, NOR SHALL CUSTOMER ALLOW ANYONE ELSE TO REPAIR, REPLACE, REMOVE, ALTER, OR DISTURB THE PRODUCT PRIOR TO SUCH INSPECTION OF PROPEX'S NOTIFIES CUSTOMER THAT IT ELECTS TO INSPECT. A FAILURE TO STRICTLY COMPLY WITH THIS PARAGRAPH SHALL VOID THIS WARRANTY OR MAY LEAD TO A DETERMINATION THAT THE ALLEGED DEFECTS ARE NOT WITHIN THE SCOPE OF THIS WARRANTY.
- e. CUSTOMER agrees that it shall provide Propex with clean, dry and unobstructed access to the Product in order for Propex to perform the inspections and repairs that may be required pursuant to this warranty. Propex shall not be liable for any costs relating to removal and reinstallation of the Product.

If Propex determines that the alleged defects are covered by this warranty, Propex shall, in its sole discretion, either repair the defective Product or provide replacement Product. In the event Propex elects to replace the defective Product, CUSTOMER shall pay Propex a sum equal to the then current sales price of the quantity of supplied multiplied by a fraction, the numerator of which is the number of months, or fraction thereof, which have elapsed since the date of this warranty and the denominator of which is 300. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY. Any determination as to whether the Product has performed satisfactorily or whether a particular defect is covered by this warranty will be made by Propex in its sole and complete discretion.

THE REMEDIES PROVIDED TO CUSTOMER HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY AND ARE INTENDED FOR THE SOLE BENEFIT OF CUSTOMER. NEITHER THIS WARRANTY NOR ANY RIGHTS HEREUNDER SHALL BE ASSIGNABLE. PROPEX SHALL HAVE NO LIABILITY UNDER THIS WARRANTY TO THIRD PARTIES OR STRANGERS TO THIS AGREEMENT. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL PROPEX BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR, RESULTING FROM, OR IN CONNECTION WITH, ANY LOSS RESULTING FROM THE USE OF THE PRODUCT. THE WARRANTY SET FORTH ABOVE, NO REPRESENTATION OR WARRANTY MADE BY ANY SALES OR OTHER REPRESENTATIVE OF PROPEX, OR ANY OTHER PERSON, CONCERNING THE PRODUCT SHALL BE BINDING UPON PROPEX.

Any waiver of the terms and conditions of this warranty shall be in writing signed by Propex. The failure to insist upon strict compliance with any of the terms and conditions contained herein shall not act as a waiver of strict compliance with all of the remaining terms and conditions of this warranty and shall not operate as a waiver as to any of the terms and conditions of this warranty as to future claims under this warranty.

PROPEX OPERATING COMPANY, LLC



Drew Loizeaux, PE  
Propex Operating Company, LLC  
Engineering Services Manager, GeoSolutions

May 16, 2023

I have read and agree to be bound by the terms and conditions of the foregoing warranty.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_



## Certificate of Compliance

*Carol S Hall*

**BOL:** 80576436

**MV:** 1014402 8.5'x120'PYRAMAT 25G

Carol S Hall

**BOL date:** 15.10.2021

Quality Manager

**Cust PO:** 120-6

**Customer:** EMIN SISTEMAS GEOTECNICOS SA  
FELIX DE AMESTI 90 LAS CONDES  
7580124 SANTIAGO

**Sales Order:** 455219

It is certified that the material referenced above:

\* Meets the minimum average roll values (MARV) listed below.

\* Was tested as prescribed by approved test methods.

Property	Test method	Units	English	Metric Units	Metric
Fill Elongation	ASTM D-6818	%	0	%	
Fill Tensile @ Brk	ASTM D-6818	lb/in	167.00	kN/m	29.25
Light Penetration	ASTM D-6567	%	0.0	%	
Thickness	ASTM D-6525	IN	0.2500		
Warp Elongation	ASTM D-6818	%	0	%	
Warp Tensile @ Brk	ASTM D-6818	lb/in	200.00	kN/m	35.03
Resilience	ASTM D-6524	%	70.00	%	70.00
Stiffness	ASTM-D-6575	in-lb	0.0		
% US Manufd		%	100	%	100.00
% US Manufd Inputs		%	100	%	100.00
UV Resistance@3000HR	ASTM D-4355	%	90	%	90.00

This publication should not be construed as engineering advice. While information contained in this publication is accurate to the best of our knowledge, Propex does not warrant its accuracy of completeness. The ultimate customer and user of the products should assume sole responsibility for the final determination of the suitability of the information and the products for the contemplated and actual use. The only warranty made by Propex for its products is set forth in our product data sheet for the product, or such other written warranty as may be agreed by Propex and individual customers. Propex specifically disclaims all other warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, or arising from provision of samples, a course of dealing or usage of trade.