



July 2013

Warranties

A. Lifetime Warranty on all aluminum parts and metal hardware parts like posts, connectors, cantilevers, without recourse. Other exposed panel components are not covered by this life time warranty and will be considered in section B of this paragraph.

B. Products purchased from Seller may be manufactured by third parties, which may or may not provide a warranty to the purchasers of their products. Seller agrees, upon request by buyer, to assign to buyer any and all such warranties, without recourse. Seller warrants that all products manufactured by Seller and supplied here under will conform to the specifications submitted by buyer, and that such goods will be manufactured and inspected in accordance with the generally accepted practices of companies in the business of manufacturing. Seller warrants that all products manufactured by it and supplied hereunder shall be free from defects in materials and workmanship for a period of 5 years from the date of shipment. If, within such period, any such product shall be proved to Seller's satisfaction to be defective, such product shall be repaired or replaced at Seller's option. Such repair or replacement shall be Seller's sole obligation and buyer's exclusive remedy hereunder, and shall be conditioned upon Seller's



July 2013

receiving written notice of any alleged defect within 10 days after its discovery and, at Seller's option, return of such products to Seller, F.O.B. its factory.

Except for the warranties set forth in this paragraph, seller shall have no other obligation or liability to buyer, and hereby disclaims, any express or implied warranty of any products, including but not limited to any implied warranty of merchantability or fitness for particular purpose.

Any description of the product, whether in writing or made orally by Seller or Seller's agent, are for the sole purpose of identifying the product and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agent regarding use, application or suitability of the product shall not be construed as an express warranty unless confirmed to be such in writing by Seller.

Exclusion of Consequential Damages and Disclaimer of Liability

Except as otherwise agreed in writing, Seller's liability with respect to the products sold hereunder shall be limited to the warranty provided and, with respect to other performance of this contract, shall be limited to that part of the contract price allocable to the product (or part thereof) that gives rise to the claim.



July 2013

A. Seller shall not be subject to any disclaims: (1) any other obligations or liabilities arising out of breach of contract, (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by seller, or any undertakings, acts or omissions relating thereto, and (3) all consequential, incidental and contingent damages whatsoever.

B. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, cost of any product recall, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss.