

CERTIFICATE OF WARRANTY

Limited Lifetime Warranty

Any Products (referring to the end result of any project undertaken by Custom Metal Fabrication) which are installed according to manufacturer's instructions, and when properly & regularly cleaned and maintained as set forth below, are warranted by Custom Metal Fabrication U.S. under normal residential use against defects in material or workmanship of the product for parts only for as long as the original consumer owns the Product. During the first ten years of the warranty, Custom Metal Fabrication U.S. will repair or replace defective Products at the nearest facility at no charge. The defective Product must be returned with all transportation charges prepaid by the owner to the Customer Service Department. Upon receipt of the defective Product and the information required from the owner specified below, Custom Metal Fabrication U.S. will in turn ship the repaired or replacement Product to the owner, freight collect, with the owner to be responsible for all freight charges. This warranty does not cover any labor or other service charges incurred by the owner, or any products or parts not manufactured by Custom Metal Fabrication U.S. It is the OWNER'S RESPONSIBILITY to establish: 1. the date of the original installation of the Product; 2. the name of the original purchaser; 3. the name of the installer; and 4. that the Product was installed according to manufacturer's instructions.

DISCLAIMERS AND EXCLUSIONS

The following shall be applicable to all Products of Custom Metal Fabrication U.S. described above:

1. THE WARRANTY SET FORTH ABOVE CONSTITUTES CUSTOM METAL FABRICATION U.S. EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS DESCRIBED ABOVE. EXCEPT FOR THE EXPRESSED

WARRANTY SET FORTH ABOVE, CUSTOM METAL FABRICATION U.S. MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN CONNECTION WITH SUCH PRODUCTS AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. The sole and exclusive remedy against Custom Metal Fabrication U.S. shall be for the repair or replacement of a defective Product as provided hereinabove. NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. The sole purpose of the stipulated exclusive remedy provided for herein shall be the repair and/or replacement of defective Product in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Custom Metal Fabrication U.S. is willing and able to repair or replace a defective Product in the prescribed manner.
3. The owner shall not be required to deliver a defective Product to Custom Metal Fabrication U.S. if: (a) The Product was destroyed as a result of its defect or any defect in any part covered in this warranty; and (b) Custom Metal Fabrication U.S. is reasonably satisfied that the Product was defective at the time of sale. If both conditions are met to Custom Metal Fabrication U.S. satisfaction, it will replace the Product in the same manner provided herein as if the owner or purchaser had delivered it to Custom Metal Fabrication U.S.

4. The owner acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Custom Metal Fabrication U.S. have been made to owner by Custom Metal Fabrication U.S., by the original purchaser if different from the owner, or by its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the owner, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of Custom Metal Fabrication U.S.
5. There is NO WARRANTY for any defective Product of Custom Metal Fabrication U.S. which has been removed from its original installation site or which, in the judgment of Custom Metal Fabrication U.S., arises from misuse, mishandling, neglect, flood, lightning, corrosive atmosphere, improper installation of the Product, improper servicing of the Product, unauthorized modification of the Product, or the failure of the installer to properly install or service the Product as is set out in the installation instructions.
6. Some states do not allow the exclusion or limitation of consequential, incidental or special damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.