

CERTIFICATE OF WARRANTY

GENERAL LIMITED WARRANTY: disclaimer and limitation of liabilities and remedies – Seller warrants to the original buyer for a period of one year from date shipped that the products are free from defects in materials and workmanship. The foregoing warranty is exclusive and in lieu of all other express or implied warranties, guarantees, agreements, conditions or representations made by any person with respect to the products covered by this offer; including any implied warranty of merchantability or fitness for a particular purpose which are hereby specifically disclaimed. In no case will seller be liable for any direct, indirect, special, incidental or consequential damages resulting from a breach of warranty or any other cause including, but not limited to, loss of use of the product, loss of time, inconvenience, injury, loss or damage to person or property, commercial loss, loss of profits, penalties or liquidated damages, liabilities of purchaser to its customers or third persons or other matters not specifically stated, whether based on contract, tort or any other legal theory.

Purchaser must give written notice to seller of any alleged defects in material or workmanship of warranted products within ten (10) days of the date when any defects are first manifest. Upon such notice and if the products are found by seller to be defective, **THE SOLE RESPONSIBILITY OF SELLER UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE, AT ITS OPTION, DEFECTS IN THE MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD F.O.B. Seller's fabrication facility.** In no event shall seller be liable for consequential or special damages, or for transportation, installation, adjustment or other expenses which may arise in connection with such defective products. Any action resulting from any breach on the part of seller as to the products delivered hereunder must be commenced within one (1) year after the cause of action has occurred.

FINISH LIMITED WARRANTY: Union Metal warrants to the Purchaser, Union Metal coatings over carbon steel or galvanized steel as designated will not fail or substantially deteriorate when the finished product is handled and utilized properly and is subjected to normal environmental exposure for a Warranty Period of one (1) year from the date of shipment from Union Metal. For the Warranty Period, Union Metal warrants the coating to not be defectively manufactured and that the coating will prevent "Significant Coating Problems" as defined as cracking, checking, blistering, flaking, peeling or excessive chalking of the painted surface or excessive corrosion of the base metal on which the system is applied if the problem does not exceed 144 sq inches on an individual component. If during the Warranty Period, the exterior coating exhibits significant coating problems, Union Metal will, at its option, repair or replace the areas with coating problems at no charge to the customer if the customer notifies Union Metal in writing and furnishes proof of purchase within thirty days of coating problems as defined above, become evident.

EXCLUSIONS: In addition to limitations and exclusions set forth in other provisions of the warranty, this Warranty shall not apply to areas of coating problems which have resulted from damage during shipment, improper storage, construction or placement in surface or from physical or mechanical abuse, from falling objects, external forces or from failure to perform the normal maintenance, normal wear and tear, from welding, interior heating, or war, riots, civil disturbance, defacing, vandalism, fire, explosion, catastrophe, or other acts of God, any event or service beyond reasonable term of usage, or surface areas which because of their physical shape, characteristics or configurations, present special coverage difficulties or any other such occurrences beyond the control of Union Metal Corporation.

SPECIFIC CONDITIONS TO BE CONSIDERED AS IMPROPER STORAGE: Damage or deterioration caused by moisture or other contaminants entrapped inside the protective wrapping and materials if said wrapping and materials are not unwrapped and removed from the product within five days from receipt of shipment.

LIMITATIONS OF COVERAGE: Any and all liabilities and obligations for consequential and incidental damages, including, but not limited to, damages for injuries to persons or to property, cost of substitute equipment, costs to remove or reinstall product, or any special product transportation costs to and from factory during replacement or repair of product, or breach of contract, or breach of implied covenant of good faith and dealing, or for loss of use or time or revenues or profits, are expressly excluded from this warranty. The liability of Union Metal under this warranty, or for any loss or damage arising out of, or connected with, the design, application, sale or use of the paint coating, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the original factory applied paint coating which gives rise to the claim and upon expiration of the Warranty Period all such liability, stated or implied, shall terminate. The above Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied as shall constitute the sole and exclusive remedy of the Purchaser and liability of Union Metal Corporation.



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