

LIMITED PRODUCT WARRANTY



Products manufactured by Metallic Products are warranted to be free from defects for a period of twelve (12) months from the date of original shipment by Metallic Products. Metallic Products warrants only that it will furnish replacement material, or at its option, repair any product of its manufacture that is proven, at Metallic Products' discretion, to be defective during the described warranty period. To determine defects Metallic Products may require the material alleged to be defective to be returned freight prepaid to the Metallic Products factory that originally shipped the product. If any defects are determined by Metallic Products to be valid, freight charges relative to replacement material will be paid by Metallic Products (limited to the forty-eight (48) contiguous United States).

Products not manufactured by Metallic Products will be warranted by Metallic Products only to extent that they are warranted to Metallic Products by their manufacturer. Metallic Products shall have no responsibility for the operation or performance of any products in any manner other than that which the product is usually tested and applied under industry standard, nor for any damage to a product from abrasion, erosion, corrosion, or the like due to abnormal temperature/ weather, or the influence of foreign matter, nor for the design or operation of any system of which any product may be integrated into, or for the suitability of any product for any particular application and/or purpose. Metallic Products shall not be liable for any cost or expense, including without limitation, labor expenses, in connection with removal or replacement of alleged defective equipment or any part or portion thereof nor for incidental or consequential damages of any kind. The purchaser herein agrees to limit Metallic Products' liability for damages relating to any of Metallic Products' goods to the price of the goods sold which are alleged to be defective.

EXCLUSION OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Metallic Products specifically excludes and disclaims the implied warranties of merchantability and fitness for a particular purpose relating to its manufactured goods and/or goods sold by Metallic Products which are manufactured by another. There are no warranties made herein that the aforementioned goods will be fit for a particular purpose. There are also no warranties affiliated with the products sold by Metallic Products which extend beyond the description on the face hereof.

The foregoing warranty is in lieu of all other warranties of any kind, express or implied and of all other obligation or liabilities, on the part of Metallic Products. Other warranties may be issued by Metallic Products from time to time with respect to a particular product or a particular sale. In the absence of other written warranties of the specific nature, the above warranty is the only warranty offered by Metallic Products covering the products manufactured/sold by Metallic Products. Metallic Products neither assumes, nor does it authorize any other person to assume on its behalf, any other liability in connection with the sale of its products.